

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

CASE NO.:

FIRST CLASSICS, INC., a Delaware
corporation,

Plaintiff,

v.

JACK LAKE PRODUCTIONS, INC.,
a Canadian corporation, and
JAAK JARVE, as an individual,

Defendant,

COMPLAINT

Plaintiff, FIRST CLASSICS, INC., a Delaware corporation, by and through their undersigned counsel, sues Defendant, JACK LAKE PRODUCTIONS, INC., a Canadian corporation, and Defendant, JAAK JARVE (collectively known as “DEFENDANTS”) and alleges the following:

NATURE OF ACTION, JURISDICTION AND VENUE

1. This is a civil action seeking damages and injunctive relief for copyright infringement under the copyright laws of the United States (17 U.S.C. § 101 *et seq.*).
2. This Court has jurisdiction under 17 U.S.C. § 101 *et seq.*; 28 U.S.C. § 1331 (federal question); and 28 U.S.C. § 1338(a) (copyright infringement).
3. The Court has jurisdiction over Defendants pursuant to venue provisions under paragraph 13 of the Limited License Agreement between the parties dated November 25, 2002

which states “Licensee consents to any court in Chicago Illinois as the sole venue for any litigation with respect to any matter touching upon the subject matter of this agreement”

4. Venue is proper in this District of Illinois, pursuant to 28 U.S.C. § 1391(b) because a substantial part of events giving rise to the claim involved in this action occurred in this District.

PARTIES

5. Plaintiff is a company incorporated in Delaware and domiciled in the State of Florida with its main corporate offices located at 169 E Flagler Street, Suite 1428, Miami, FL 33131.
6. Defendant Jack Lake Productions is a company incorporated in Toronto, Ontario under the laws of Canada and domiciled in 418 Hounslow Avenue, Toronto, Ontario M2R 1HR, Canada.
7. Defendant Jaak Jarve is domiciled in 418 Hounslow Avenue, Toronto, Ontario M2R 1HR, Canada.
8. Defendants are involved in the business of publication, distribution, marketing and sale of books.
9. First Classics is the record copyright owner of to “Classics Illustrated Juniors, a library consisting of 77 titles.”, “Classics Illustrated Special Issues, a library consisting of 16 titles.”, “Classics Illustrated Issues, a library consisting of 169 North American titles and various foreign titles.”, “Classics Illustrated A World Around Us, a library consisting of 36 titles.”, and “Classics Illustrated Berkley/First Publishing, a library consisting of 27

titles and various unpublished titles.” referred to herein as the “COPYRIGHTED BOOKS” which is the subject of a valid Certificate of Copyright Registration issued by the Register of Copyrights (**see exhibit A**).

10. Plaintiff by way of assignment is the record copyright owner of the books and libraries listed above (**see exhibit B**).

GENERAL ALLEGATIONS

11. Plaintiff is the owner of “THE COPYRIGHTED BOOKS” listed in paragraph no.: 9 above. Plaintiff entered into a 10 year limited licensing agreement with Defendant starting December 1, 2002 and ending November 30, 2012 (**see exhibit C**).
12. After the end of the agreement Plaintiff and Defendants continued the relationship on a month to month basis without a formal agreement being executed.
13. On June 17th, 2014, Plaintiff sent via certified letter a termination for default of the limited license agreement between the parties (**see exhibit D**).
14. Defendants’ counsel responded in letter dated June 20, 2014, to the termination letter by questioning the existence of the 10 year limited license agreement that was mentioned in paragraph no.: 10 above (**see exhibit E**).
15. On June 24, 2014 Plaintiff responded with letter and attached the agreement requested by Defendants’ counsel (**see exhibit F**).
16. After receiving the agreement and second letter of termination for default, Defendants’ counsel boldly stated in letter dated June 27, 2014, “we reiterate that our client is not willing to cease all activity” (**see exhibit G**).

17. Defendant's conduct shows a willful and wanton disregard for copyrights laws is exhibited in email sent to First Classics dated January 22, 2015, in which Defendant's detail their illegal marketing of First Classics copyrighted materials and boldly state that "We are currently in negotiations with a South Korean customer and, a Brazilian publishing company and a motion comic company in Florida (Gisteo)." despite the fact that Defendants are fully aware that they have no right to do so since their licensing agreement was terminated for cause since at least June of 2014. (**see exhibit H**)
18. As of the date of this complaint Defendants continues to market the copyrighted books of plaintiff First Classics in their websites www.jacklakeproductions.com (**see exhibit I**).

COUNT 1

COPYRIGHT INFRINGEMENT

(Against Defendant Jack Lake Productions)

19. Plaintiffs incorporate the allegations made in Paragraphs 1 through 18 as if stated herein in their entirety.
20. Plaintiff is, and at all relevant times has been, copyright owner under United States copyright law with respect.
21. Among the exclusive rights granted to the Plaintiff under the Copyright Act are the exclusive rights to reproduce and distribute the copyrighted materials to the public and to prepare derivative works.
22. Defendant, Jack Lake Productions, without the permission or consent of Plaintiff, has reproduced and distributed, marketed and sold Plaintiff's Copyrighted Material to the public. Defendant, Jack Lake Productions has no license or any other form of permission

to use, copy, reproduce, distribute or create derivative works of the "COPYRIGHTED BOOKS". By copying, distributing, creating derivative works, licensing and exploiting the "COPYRIGHTED BOOKS", Defendant, Jack Lake Productions has infringed Plaintiffs' exclusive rights in the "COPYRIGHTED BOOKS". Defendant, Jack Lake Productions', actions constitute infringement of Plaintiffs' copyrights and exclusive rights under copyright.

23. Plaintiff is informed and believes that the foregoing acts of infringement have been willful and intentional, in utter disregard of and with indifference to the rights of Plaintiff.
24. Defendant, Jack Lake Productions, has profited substantially from their infringing activities, has collected, and continues to collect, fees and royalties from the sale of the infringing work or any derivatives thereof, and have retained a portion of those fees and royalties without submitting any amount to Plaintiff. Defendant, Jack Lake Productions, should be held jointly and severally liable for all profits derived as a result of their infringing activities as practical partners.
25. As a result of Defendant, Jack Lake Productions, willful infringement of Plaintiffs' copyrights and exclusive rights under copyright. Plaintiff is entitled to maximum statutory damages pursuant to 17 U.S.C. § 504(c) or to recover their actual damages and profits attributable to the infringement pursuant to 17 U.S.C. § 504(b), at Plaintiffs' election, and such other relief as is provided by law. Plaintiff is further entitled to their attorneys' fees and full costs pursuant to 17 U.S.C. § 505.
26. The conduct of Defendant, Jack Lake Productions, is causing and, useless enjoined and restrained by this Court, will continue to cause Plaintiff great and irreparable injury that

cannot fully be compensated or measured in money. Plaintiff has no adequate remedy at law. Pursuant to 17 U.S.C. §§ 502 and 503, Plaintiffs' copyrights, and ordering Defendant, Jack Lake Productions, to destroy all copies of the infringing work and/or other material made in violation of Plaintiffs' exclusive rights.

WHEREFORE, Plaintiff requests this Court to:

- a. preliminarily and permanently enjoin and restrain Defendant, Jack Lake Productions, and their agents, officers, servant, employees, successors and assigns and all others acting in concert or in privity with Defendant, Jack Lake Productions, from directly or indirectly infringing Plaintiffs' rights under federal or state law in the "COPYRIGHTED BOOKS", including without limitation, reproducing or distributing the infringing work;
- b. require Defendant, Jack Lake Productions, to pay, maximum statutory damages for each infringement of the "COPYRIGHTED BOOKS" pursuant to 17 U.S.C. Section 504(c) or to pay Plaintiffs' actual damages and profits attributable to the infringement pursuant to 17 U.S.C. Section 504(b) and such further damages as permitted by applicable law;
- c. require Defendant, Jack Lake Productions, to pay Plaintiffs' full costs in this action;
- d. require Defendant, Jack Lake Productions, to pay Plaintiffs' reasonable attorneys' fees incurred herein;
- e. require Defendant, Jack Lake Productions to return all of the property their wrongfully in possession of belonging to the Plaintiffs, including all First Classics

plates, lithographs including those re-mastered, altered or improved by Jack Lake Productions; and

f. award such other relief as this Court deems just and proper.

COUNT II

TORTIOUS INTERFERENCE WITH CONTRAUAL RELATIONSHIP AND BUSINESS RELATIONSHIPS

(Against Defendant Jack Lake Productions and Defendant Jaak Jarve. Collectively known as “DEFENDANTS”)

27. Plaintiffs incorporate the allegations made in Paragraphs 1 through 26 as if stated herein in their entirety.

28. Plaintiff is the owner of “THE COPYRIGHTED BOOKS” listed in paragraph no.: 9 above. Plaintiff entered into a 10 year limited licensing agreement with Defendants starting December 1, 2002 and ending November 30, 2012 (**see exhibit C**).

29. After the end of the agreement Plaintiff and Defendants continued the relationship on a month to month basis without a formal agreement being executed.

30. On June 17th, 2014, Plaintiff sent via certified letter a termination of the month to month agreement between the parties (**see exhibit D**).

31. Defendants’ counsel responded in letter dated June 20, 2014, to the termination letter by questioning the existence of the 10 year agreement that was mentioned in paragraph no.: 10 above (**see exhibit E**).

32. On June 24, 2014 Plaintiff responded with letter and attached the agreement requested by Defendants' counsel (**see exhibit F**).
33. After receiving the agreement and second letter of termination Defendants' counsel boldly stated in letter dated June 27, 2014, "we reiterate that our client is not willing to cease all activity" (**see exhibit G**).
34. As of the date of this complaint Defendants continue to market the copyrighted books of plaintiff First Classics in their website www.jacklakeproductions.com (**see exhibit I**), and continue to direct plaintiff's client to this site, willfully interfering with the contractual relations of the plaintiff.
35. Plaintiff began negotiating agreement with Trajectory, Inc., a Delaware corporation of One Broadway, Kendall Square, Cambridge, MA 02142 after terminating agreement with Defendants, that has now been reduced to writing. During the time that Plaintiff was negotiating agreement with Trajectory, Inc., Defendants attempted to undermine and sabotage the negotiations.
36. Defendants have also sent letters and contacted other publishers in attempt to damage the advantageous business relationship of the Plaintiff.
37. As a proximate result of the Defendants conduct, Plaintiff suffered damages in an amount to be proven at trial.
38. The conduct of Defendants in interfering with Plaintiff's economic relationships was intentional, willful, and calculated to cause damage to Plaintiff's lawful business. The conduct of Defendants was perpetrated with actual malice and ill will toward Plaintiff,

and with the intentional and improper purpose of causing damage. There was no justifiable cause for Defendants actions. As a result, an award of punitive damages is warranted.

WHEREFORE, Plaintiff prays that this court hold Defendants jointly and severally liable and award them its damages, punitive damages, temporary and permanent injunctive relief, attorney fees, and costs incurred in bringing this action, pre-judgment and post-judgment interest, and grant such other and further relief as may be just and appropriate.

COUNT III

BREACH/DEFAULT OF CONTRACT

(Against Defendant Jack Lake Productions)

39. Plaintiffs incorporate the allegations made in Paragraphs 1 through 37 as if stated herein in their entirety.

40. Plaintiff entered into limited license agreement with Defendant, Jack Lake Productions in November 2002 to reprint by print publication in the formats licensed hereby the publications referred to herein as the "COPYRIGHTED BOOKS".

41. The agreement expired in 2012. Parties continued the agreement verbally on a month to month basis.

42. On June 22, 2014 Plaintiff terminated the agreement with Defendant, Jack Lake Productions (**see exhibit J**).

43. Defendant, Jack Lake Productions materially breached agreement with Plaintiff by failing to comply with paragraph 12 (a) of the agreement and is therefore in default of the covenant which states the following:

a. The sum of U.S. \$12,500.00 (the "License Fee") against 10% of net sales of all Classics Illustrated Juniors and Special Edition Books sold, and 10% of gross of all corporate advertising and/or promotional revenues relating to Classics Illustrated Juniors.

44. Defendant, Jack Lake Productions did not pay Plaintiff 10% of net sales and underreported net sales to defraud Plaintiff of commission owed.

45. Defendant, Jack Lake Productions also violated paragraph 4 of the agreement and is therefore in default of the covenant of agreement which states "Licensee agrees that upon each reprint all artwork and all Translated Artwork, whether in English, French or Spanish (and inclusive of all film, color separations, color guides, and other print publication materials) shall become the sole property of Owner and shall be delivered to Owner at Licensee's expense promptly upon printing of the reprint in question". Plaintiff to date has not received any translated work or art work from Defendants despite making repeated demands. Therefore, Defendant is in wrongful possession of Plaintiff's property and refuses to turn it over, in effect holding Plaintiff's property hostage.

46. Defendant, Jack Lake Productions is in violation of paragraph 5 of the agreement, and is therefore in default of the covenant of the agreement which states which states "Licensee at its cost shall furnish Owner with a reasonable amount of copies of each reprint publication of each book for its library, and two (2) copies of each advertisement, poster, or other piece promoting same, promptly upon the printing thereof". Plaintiff did not

receive any copies of each reprint publication of each book for its library and 2 copies of each advertisement, poster, other piece promoting same.

47. Pursuant to paragraph 13 of the agreement, and is therefore in default of the covenant of the agreement which states Plaintiff may terminate agreement if Defendant, Jack Lake Productions shall fail in any of its obligations. Upon termination all rights of the Defendant, Jack Lake Productions under the agreement shall immediately cease. Plaintiff terminated agreement on June 17th, 2014. However, Defendant, Jack Lake Productions continues to market and sell Plaintiff's copyrighted books.

WHEREFORE, Plaintiff requests this Court to:

- a. award them its damages, punitive damages, the costs incurred in bringing this action;
- b. award them pre-judgment and post-judgment interest;
- c. require Defendant, Jack Lake Productions, to pay Plaintiffs' reasonable attorneys' fees incurred herein;
- d. require Defendant, Jack Lake Productions to return all of the property their wrongfully in possession of belonging to the Plaintiffs, including all First Classics plates, lithographs including those re-mastered, altered or improved by Jack Lake Productions; and
- e. declaration that Defendant, Jack Lake Productions is in default of the limited licensing agreement; and
- f. award such other relief as this Court deems just and proper.

DATED February 13, 2015.

Respectfully submitted,

Jorge Diaz-Cueto, P.A.
169 E Flagler Street, Suite 1435
Miami, FL 33131
Tel: 305-417-3530
jorgediazcueto@bellsouth.net
L.scaparone@yahoo.com

By: /s/ Jorge Diaz-Cueto
Jorge Diaz-Cueto
Florida Bar No. 0143367

EXHIBIT A



Certificate of Recordation

This is to certify that the attached document was recorded
in the Copyright Office on the date and in the place shown below.

This certificate is issued under the seal of the
United States Copyright Office.

DATE OF RECORDATION

4May07

VOLUME

DOC. NO.

3552

196

VOLUME

DOC. NO.

Margbeth Peters

Register of Copyrights and
Associate Librarian for Copyright Services

**Document Cover Sheet**

UNITED STATES COPYRIGHT OFFICE

For Recordation of Documents

Volume 3552 Document 1820

Volume _____ Document _____

Date of recordation M MAY 04 2007 D _____ Y _____
ATTACHED BY THE COPYRIGHT OFFICE

Funds received _____

DO NOT WRITE ABOVE THIS LINE SEE INSTRUCTIONS ON REVERSE

To the Register of Copyrights: Please record the accompanying original document or properly certified copy thereof.

1 First party name given in the document Frawley Enterprises, Inc.2 First title given in the document The Three Musketeers3 Total number of titles in the document 2824 Amount of fee calculated \$820.005 Fee enclosed: ☒ Check ☐ Money order☐ Fee authorized to be charged to Copyright Office deposit account

Deposit account number _____

Deposit account name _____

6 Completeness of document: ☒ Document is complete by its own terms ☐ Document is not complete Record "as is."

IMPORTANT NOTE: A request to record a document "as is" under 37 CFR §201.4(c)(2) is an assertion that: (a) the attachment is completely unavailable for recordation; (b) the attachment is not essential to the identification of the subject matter of the document; and (c) it would be impossible or wholly impracticable to have the parties to the document sign or initial a deletion of the reference to the attachment.

7 Certification of Photocopied Document: Complete this certification if a photocopy of the original signed document is substituted for a document bearing the actual original signature.

NOTE: This space may not be used for documents that require an official certification.

I declare under penalty of perjury that the accompanying document is a true and correct copy of the original document, executed on April 24, 2007.

Signature: Authorized Agent of: Frawley Corporation8 Agent Name: David W. Grace, Esq. c/o Loeb & Loeb, LLPNumber Street: 10100 Santa Monica Boulevard Apt./Suite: Suite 2200City: Los Angeles State: CA Zip: 90067-4120Phone number: 310-282-2000 Ex. 2108 Fax number: 310-282-2200E-mail: dgrace@loeb.com

SEND TO: U.S. Copyright Office, 101 Independence Avenue, S.E., Washington, DC 20540-4400
INCLUDE ALL THESE TOGETHER: ☐ Add: 10100 Santa Monica Boulevard, Suite 2200, Los Angeles, CA 90067-4120
Include with: ☐ Original document

Recordation of Merger of Frawley Corporation into Frawley Enterprises,
Inc. and the Simultaneous Change of the Name of Frawley Enterprises, Inc.
to Frawley Corporation

With respect to titles shown on the attached Exhibit A, attached as Exhibit B is a
true and correct copy of the Agreement of Merger between Frawley Enterprises, Inc. and
Frawley Corporation.

Dated: May 3, 2007

DAVID W. GRACE



Authorized Representative of Frawley
Corporation

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LA16378001
100822-34073

No.	Publicat ion	Title	Certificate No.	Renewal Certificate No.
1	1	The Three Musketeers	AA21815	
2	2	Ivanhoe	AA21816	
3	3	The Count of Monte Cristo	AA23946	
4	4	The Last of the Mohicans	AA23945	
5	5	Moby Dick	AA21817	
6	6	A Tale of Two Cities	AA21818	
7	7	Robin Hood	AA23943	
8	8	The Arabian Knights	AA23942	
9	9	Les Miserables	AA23944	
10	10	Robinson Crusoe	AA21819	
11	11	Don Quixote	AA40490	
12	12	Rip Van Winkle and the Headless Horseman	AA25173	
13	13	Dr. Jekyll and Mr. Hyde	AA25174	
14	14	Westward Ho!	AA40491	
15	15	Uncle Tom's Cabin	AA40491	
16	16	Gulliver's Travels	AA25175	
17	17	The Deerslayer	AA25176	
18	18	The Hunchback of Notre Dame	AA25177	
19	19	Huckleberry Finn	AA25178	
20	20	The Corsican Brothers	AA25179	
21	22	Oliver Twist	AA48914	
	23 and			
22	24	A Connecticut Yankee in King Arthur's Court	AA48915	
23	25	Two Years Before the Mast	AA43659	
24	26	Frankenstein	AA43658	
25	27	The Adventures of Marco Polo	AA43762	
26	28	Michael Strogoff	AA43763	
27	29	The Prince and the Pauper	AA43761	
28	30	The Moonstone	AA43767	
29	31	The Black Arrow	AA43766	
30	32	Lorna Doone	AA43765	
31	33	The Adventures of Sherlock Holmes	AA 44815	R596445
32	34	Mysterious Island	AA53546	R599221
33	35	The Last Days of Pompeii	AA53547	
34	36	Typee	AA53545	R605009
35	37	The Pioneers	AA58611	R606360
36	38	The Adventures of Cellini	AA58601 (or AA 58821)	R609248
37	39	Jane Eyre	AA63511	R610531
38	40	Mysteries	AA67526	R610532
39	41	Twenty Years After	AA67919	R614922
40	42	Swiss Family Robinson	AA74338	R616602
41	43	Great Expectations	AA73932	R619142
42	44	Mysteries of Paris	AA76480	R622089
43	45	Tom Brown's School Days	AA78593	R624288
44	46	Kidnapped	AA81885	R626249
45	47	Twenty Thousand Leagues Under the Sea	AA82742	R628208
46	48	David Copperfield	AA88759	R631259
47	49	Alice in Wonderland	AA88135	R633139
48	50	The Adventures of Tom Sawyer	AA92260	R635604
49	51	The Spy	AA96547	R637041
50	52	The House of the Seven Gables	AA102035	R641815
51	53	A Christmas Carol	AA102036	R645301
52	54	The Man in the Iron Mask	AA102267	R646197
53	56	The Tilters of the Sea	AA112857	R651776
54	57	The Song of Hiawatha	AA110458	R655929
55	58	The Prairie	AA116928	R655930
56	59	Wuthering Heights	AA118521	R661978
57	60	Black Beauty	AA120926	R662438
58	61	The Women in White	AA124103	R665989
59	62	Western Stories	AA128886	R668878
60	63	The Man Without a Country	AA130683	R670228

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EXHIBIT A

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No.	Publication	Title	Certificate No.	Renewal Certificate No.
61	64	Treasure Island	AA133328	
62	65	Benjamin Franklin, a Biography of	AA135702	
63	66	The Cloister & the Hearth (In Notice 1949)	AA139134	RE 836
64	67	The Scottish Chiefs	AA141957	RE 2-144
65	68	Julius Caesar	AA144754	RE 1-560
66	69	Around the World in 80 Days	AA146959	RE 1-561
67	70	The Pilot	AA150707	RE 1-562
68	71	The Man Who Laughs	AA152608	RE 3-393
69	72	The Oregon Trail	AA155012	RE 3-394
70	73	The Black Tulip	AA158113	RE 3-908
71	74	Master Midshipman Easy	AA166022	RE 4-876
72	75	Lady of the Lake	AA164361	RE 4-875
73	76	The Prisoner of Zenda	AA168679	RE 4-877
74	77	The Iliad	AA168678	
75	78	Joan of Arc	AA173105	
76	79	Cyrano de Bergerac	AA174304	
77	80	White Fang	AA177585	
78	81	The Odyssey	AA183595	
79	82	The Master of Ballantrae	AA183596	
80	83	The Jungle Book	AA187084	
81	84	The Gold Bug (And Other Stories)	AA188376	
82	85	The Sea Wolf	AA189906	
83	86	Under Two Flags	AA195282	
84	87	A Midsummer Night's Dream	AA195549	
85	88	Men of Iron	A76580	RE 35-828
86	89	Crime and Punishment	A76579	RE 35-830
87	90	Green Mansions	A76581	RE 35-829
88	91	The Call of the Wild	A76578	RE 50-765
89	92	The Courtship of Miles Standish	A76568	RE 50-764
90	93	Rudd's Head Wilson	A76577	RE 50-762
91	94	David Balfour	A76576	RE 50-759
92	95	All Quiet on the Western Front	A76575	RE 50-763
93	96	Daniel Boone	A76574	RE 50-766
94	97	King Solomon's Mines	A76573	RE 64-738
95	98	The Red Badge of Courage	A76572	RE 64-737
96	99	Hamlet	A76571	RE 64-736
97	100	Mutiny on the Bounty	A125010	RE 64-739
98	101	William Tell	A76569	RE 64-734
99	102	The White Company	A76570	RE 64-735
100	103	Men Against the Sea	A77444	RE-111-433
101	104	Bring 'Em Back Alive	A82948	RE-111-434
102	105	From the Earth to the Moon	A83852	
103	106	Buffalo Bill	A87248	RE-111-435
104	107	King of the Khyber Rifles	A92718	RE-111-436
105	108	Knights of the Round Table	A103139	RE-111-439
106	109	Pitcairn's Island	A103137	RE-111-437
107	110	A Study in Scarlet	A103138	RE-111-438
108	111	The Talisman	A109688	RE-111-440
109	112	The Adventures of Kit Carson	A112903	RE-111-441
110	113	The Forty-Five Guardsmen	A118923	RE-111-444
111	114	The Red Rover	A119665	RE-111-446
112	115	How I Found Livingstone	A125554	
113	116	The Bottle Imp	A128379	
114	117	Captains Courageous	A123572	
115	118	Rob Roy	A135504	
116	119	Soldiers of Fortune	A139977	
117	121	Wild Bill Hickok	A147949	

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No.	Publication	Title	Certificate No.	Renewal Certificate No.
118	122	The Mulineers	A158044	
119	123	Fang and Claw	A182538	
120	124	The War of the Worlds	A169680	
121	125	The Ox-Bow Incident	A179838	
122	126	The Downfall	A185557	
123	127	The King of the Mountains	A195248	
124	128	Macbeth	A202775	
125	129	Davy Crockett	A211421	
126	129A	The Story of Jesus	A208869	
127	130	Caesar's Conquests	A217993	RE1 231-770
128	131	The Covered Wagon	B585839	RE1 231-780
129	132	The Dark Fingate	B591436	RE1 231-781
130	133	The Time Machine	B601543	RE1 231-782
131	134	Romeo and Juliet	B612092	RE1 231-783
132	135	Waterloo	B620646	RE1 231-784
133	135A	The Ten Commandments	A270573	RE1 231-785
134	136	Lord Jim	B630046	RE 264-764
135	137	The Little Savage	B641026	RE 264-765
136	138	A Journey to the Center of the Earth	B658450	RE 264-762
137	139	In the Reign of Terror	B659986	RE 264-763
138	140	On Jungle Trails	B672253	RE 264-769
139	141	Castle Dangerous	B679548	RE 264-773
140	141A	The Rough Riders	B673154	RE 264-771
141	142	Abraham Lincoln	B687960	RE 316-932
142	143	Kim	B701002	RE 316-933
143	144	The First Men in the Moon	B709306	RE 316-936
144	144A	Blazing the Trails West	B705852	RE 316-935
145	145	The Crisis	B725540	RE 316-940
146	146	With Fire and Sword	B729815	RE 316-942
147	147	Ben Hur	B742173	RE 316-946
148	147A	Crossing the Rockies	B732171	RE 316-944
149	148	The Buccaneer	B751330	RE 351-713
150	149	Off on a Comet	B761552	RE 351-754
151	150	The Virginian	B770776	RE 351-721
152	150A	Royal Canadian Police	B768221	RE 351-720
153	151	Won by the Sword	B782104	RE 351-725
154	152	Wild Animals I Have Known	B792077	RE 351-731
155	153	The Invisible Man	B802688	RE 351-735
156	153A	Me, Guns and Cattle	B788647 (or B786440)	RE 351-728
157	154	The Conspiracy of Pontiac	B813729	RE 404-105
158	155	The Lion of the North	B826158	RE 404-111
159	156	The Conquest of Mexico	B834202	RE 404-114
160	156A	The Atomic Age	B820311	RE 404-109
161	157	The Lives of the Hunted	B850386	RE 404-119
162	158	The Conspirators	B857402	RE 404-123
163	159	The Octopus	B870852	RE 404-128
164	159A	Rockets, Jets, Missiles	B851733	RE 404-129
165	160	Food of the Gods	B880920	RE 441-852
166	161	Cleopatra	B890294	RE 441-854
167	162	Robur the Conqueror	B899856	RE 441-860
168	163	Master of the World	B912098	RE 441-863
169	165	The Queen's Necklace	B970151	RE-501-867
170	165A	To the Stars	B918442	RE-441-865
171	166	Tigers and Traitors	B971264	RE-501-868
172	166A	World War II	B952554	RE-501-866
173	167	Faust	B985454	RE-501-871
174	167A	Prehistoric World	B983783	RE-501-870
175	169	Negro Americans: The Early Years	B505810	
176	167	Snow White and the Seven Dwarfs	A114759	RE 111-442

No.	Publication	Title	Certificate No.	Renewal Certificate No.
177	502	The Ugly Duckling	A-114200	RE 111-443
178	503	Cinderella	A-117833	RE 111-445
179	504	The Pied Piper	A-120851	
180	505	The Sleeping Beauty	A-124159	
181	506	The 3 Little Pigs	B-467199	
182	507	Jack and the Beanstalk	B-473970	
183	508	Goldilocks and the Three Bears	B-472988	
184	509	Beauty and the Beast	B-484602	
185	510	Little Red Riding Hood	B-483798	
186	511	Puss-N-Boots	B-496096	
187	512	Rumpelstiltskin	B-495213	
188	513	Pinochio	B-502406	
189	514	The Steadfast Tin Soldier	B-511328	
190	515	Johnny Appleseed	B-518031	
191	516	Aladdin and His Lamp	B-529863	
192	517	The Emperor's New Clothes	B-540910	
193	518	The Golden Goose	B-550818	
194	519	Paul Bunyan	B-555336	
195	520	Thumbelina	B-556995	
196	521	King of the Golden River	B-565543	
197	522	The Nightingale	B-573135	
198	523	The Gallant Tailor	B-573080	RE 1 231-771
199	524	The Wild Swans	B-579744	RE 1 231-772
200	525	The Little Mermaid	B-585043	RE 1 231-773
201	526	The Frog Prince	B-589118	RE 1 231-774
202	527	The Golden-Haired Giant	B-593421	RE 1 231-775
203	528	The Penny Prince	B-599195	RE 1 231-776
204	529	The Magic Servants	B-603416	RE 1 231-777
205	530	The Golden Bird	B-608946	RE 1 231-778
206	531	Rapunzel	B-612858	RE 1 231-779
207	532	The Dancing Princess	B-619090	RE 1 231-810
208	533	The Magic Fountain	B-623629	RE 1 231-808
209	534	The Golden Touch	B-627948	RE 1 231-809
210	535	The Wizard of Oz	B-631870	RE 264-757
211	536	The Chimney Sweep	B-645138	RE 264-759
212	537	The Three Fairies	B-642732	RE 264-758
213	538	Silly Hans	B-647504	RE 264-760
214	539	The Enchanted Fish	B-651258	RE 264-761
215	540	The Tinder Box	B-661117	RE 264-766
216	541	Snow White and Rose Red	B-661452	RE 264-767
217	542	The Donkey's Tale	B-666550	RE 264-768
218	543	The House in the Woods	B-672254	RE 264-770
219	544	The Golden Fleece	B-674888	RE 264-772
220	545	The Glass Mountain	B-683718	RE 264-774
221	546	The Elves and the Shoemaker	B-690382	RE 264-775
222	547	The Wishing Table	B-690719	RE 316-115
223	548	The Magic Pitcher	B-697156	RE 316-116
224	549	Simple Kate	B-705536	RE 316-117
225	550	The Singing Donkey	B-705626	RE 316-934
226	551	The Queen Bee	B-712589	RE 316-937
227	552	The Three Little Dwarfs	B-716552	RE 316-938
228	553	King Thrushbeard	B-724992	RE 316-939
229	554	The Enchanted Deer	B-725803	RE 316-941
230	555	The Three Golden Apples	B-729816	RE 316-943
231	556	The Elf Mound	B-737109	RE 316-945
232	557	Silly Willy	B-745761	RE 316-950
233	558	The Magic Dish	B-756397	RE 316-953
234	559	The Japanese Lantern	B-765057	RE 351-718
235	560	The Doll Princess	B-778288	RE 351-723
236	561	Hans Humdrum	B-785332	RE 351-727
237	562	The Enchanted Pony	B-796340	RE 351-733
238	563	The Wishing Well	B-806898	RE 351-736
239	564	The Salt Mountain	B-817723	RE 404-107
240	565	The Salt Mountain	B-829312	RE 404-112
241	566	Clumsy Hans	B-839703	RE 404-115
242	567	The Bearskin Soldiers	B-850429	RE 404-120
243	568	The Happy Hedgehog	B-862763	RE 404-124
244	569	The Three Giants	B-873602	RE 404-127



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COPYRIGHT ASSIGNMENT



This Copyright Assignment ("Assignment") is between Frawley Corporation, a Delaware corporation, ("Assignor") and First Classics, Inc., a Delaware corporation ("Assignee").

For good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby grants, transfers, assigns, and conveys to Assignee all of its rights, title, and interest in any and all of the copyrights pertaining to the works identified on the attached Exhibit A as well as any copyrights owned by Assignor in any other works published in conjunction with the trademarks Classics Illustrated or Classics Illustrated Junior.

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IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed this 15th day of August, 2011.

FRAWLEY CORPORATION

By: MM

Michael Frawley, President

See attached

State of California _____
County of _____

On _____ before me, _____
personally appeared _____
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)

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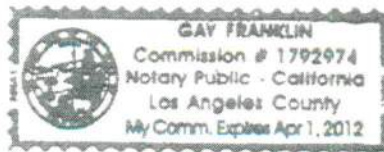
State of California
County of San Diego

On August 15, 2014, before me, Gay Franklin
Notary Public, personally appeared Michael Franklin, who proved to
me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he ~~she~~ he executed
the same in his ~~her~~ his authorized capacity(ies), and that by his ~~her~~ his signature(s) on
the instrument, the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

I verify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

A FIDELITY bond and official seal.

Notary Gay Franklin (Seal)



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EXHIBIT A

Public Collection	Title	Author	Year	Certification No.	Publication Date	Copyright Card	Copyright Status
1	The Three Musketeers	Dumas	1945	AA21815	6/5/46	Gilberton	Expired
2	Ivanhoe	Scott	1946	AA21816	6/5/46	Gilberton	Expired
3	The Count of Monte Cristo	Dumas	1946	AA23946	6/5/46	Gilberton	Expired
4	The Last of the Mohicans	Cooper	1946	AA23945	6/5/46	Gilberton	Expired
5	Moby Dick	H. Melville	1945	AA21817	6/5/46	Gilberton	Expired
6	A Tale of Two Cities	Dickens	1946	AA21818	7/11/46	Gilberton	Expired
7	Robin Hood		1946	AA23943	7/11/46	Gilberton	Expired
8	The Arabian Nights	Hugo	1946	AA23942	7/11/46	Gilberton	Expired
9	Les Misérables	Dafoe	1946	AA23944	7/11/46	Gilberton	Expired
10	Robinson Crusoe	Cervantes	1946	AA21819	7/11/46	Gilberton	Expired
11	Don Quixote		1946	AA40490	9/19/46	Gilberton	Expired
12	Pip Van Winkle and the Headless Horseman	Living	1946	AA25173	9/19/46	Gilberton	Expired
13	Dr. Jekyll and Mr. Hyde	Stevenson	1946	AA25174	9/19/46	Gilberton	Expired
14	Westward Ho!	Kingsley	1946	AA40491	9/19/46	Gilberton	Expired
15	Uncle Tom's Cabin	Beecher-Stowe	1946	AA40491	9/19/46	Gilberton	Expired
16	Gulliver's Travels	Swift	1946	AA25175	9/19/46	Gilberton	Expired
17	The Dervish	Cooper	1946	AA25176	9/19/46	Gilberton	Expired
18	The Hunchback of Notre Dame	Hugo	1946	AA25177	9/19/46	Gilberton	Expired
19	Huckleberry Finn	Clemens	1946	AA25178	9/19/46	Gilberton	Expired
20	The Corsican Brothers	Dumas	1946	AA25179	9/19/46	Gilberton	Expired
21	The Patriarch	Dickens	1945	AA48914	7/10/45	Dickens	Expired
22	Oliver Twist		1945	AA48915	9/12/45	Clemens	Expired
23	A Connecticut Yankee in King	Clemens	1945	AA48915	10/10/45	Dana	Expired
24	Arthur's Court	F. H. Dana	1945	AA43659	12/17/45	Shelley	Expired
25	Two Years Before the Mast	M. W. Shelley	1945	AA43658	4/15/47	Polo, Marco	Expired
26	Frankenstein		1947	AA43762	6/11/46	Verne	Expired
27	The Adventures of Marco Polo	J. Verne	1946	AA43763	1/19/46	Clemens	Expired
28	Michael Strogoff	G. L. Clemens	1946	AA43761	9/12/46	Collins	Expired
29	The Prince and the Pauper		1946	AA43761			
30	The Hunchback		1946	AA43767			

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Serial- Call No	Title	Author	Year	Serial- Call No	Publica- tion Date	Copyright Date	Copyright Status	Renewal Serial- Call No
11	The Black Arrow	R. L. Stevenson	1946	AA13766	10/15/46	Stevenson	Expired	R596445
12	Lorna Doone	R. O. Blackmore	1946	AA13765	12/12/46	Blackmore	Expired	R599221
13	The Adventures of Sherlock Holmes	Sir Arthur Doyle	1947	AA44815	1/22/47	Doyle	Renewed	R596445
14	Mysterious Island	J. Verne	1947	AA53546	3/11/47	Gilberton	Expired	R599221
15	The Last Days of Pompeii	Bulwer-Lytton	1947	AA53547	4/22/47	Gilberton	Renewed	R605009
16	Typee	H. Melville	1947	AA53545	5/15/47	Gilberton	Renewed	R606360
17	The Pioneers	J. F. Cooper	1947	AA50611	6/15/47	Gilberton	Renewed	R609248
18	The Adventures of Cellini	B. Cellini	1947	AA58601	7/15/47	Gilberton	Renewed	R610531
19	Jane Eyre	C. Bronte	1947	AA63511	8/15/47	Bronte	Renewed	R610531
20	Mysteries	E. A. Poe	1947	AA67526	9/15/47	Poe	Renewed	R610531
21	Twenty Years After	A. Dumas	1947	AA67519	10/15/47	Dumas	Renewed	R614922
22	Swiss Family Robinson	J. Wyss	1947	AA74330	11/15/47	Wyss	Renewed	R616602
23	Great Expectations	C. Dickens	1947	AA73932	12/15/47	Gilberton	Renewed	R619142
24	Mysteries of Paris	Eugene Sue	1948	AA76480	1/15/48	Sue	Renewed	R622089
25	Tom Brown's School Days	Thomas Hughes	1948	AA78593	2/15/48	Hughes	Renewed	R624288
26	Klithaped	R. L. Stevenson	1948	AA81805	3/15/48	Stevenson	Renewed	R626249
27	Twenty Thousand Leagues Under the Sea	J. Verne	1948	AA82742	4/15/48	Verne	Renewed	R628208
28	David Copperfield	C. Dickens	1948	AA88759	5/15/48	Dickens	Renewed	R631259
29	Alice in Wonderland	Lewis Carroll	1948	AA88135	6/15/48	Carroll	Renewed	R631139
30	The Adventures of Tom Sawyer	Clemens	1948	AA92260	7/15/48	Clemens	Renewed	R633604
31	The Spy	J. P. Cooper	1948	AA96547	8/15/48	Cooper	Renewed	R637941
32	The House of Seven Gables	N. Hawthorne	1948	AA102035	10/10/48	Hawthorne	Renewed	R641815
33	A Christmas Carol	C. Dickens	1948	AA102036	11/26/48	Dickens	Renewed	R645101
34	The Man in the Iron Mask	A. Dumas	1948	AA102267	12/17/48	Dumas	Renewed	R646197

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Publication	Title	Author	Year	Certification No.	Publication Date	Copyright	Copyright Status	Renewal Certificate No.
55	Silvan Marnet	V. Hugo	1949	No Copyright	Information Available	Renewed	Renewed	8651776
56	The Teller of the Sea	H. M. Longfellow	1949	ALI2857	2/18/49	Hugo	Renewed	8655929
57	The Song of Hiawatha	J. P. Cooper	1949	ALI10458	3/14/49	Longfellow	Renewed	8655930
58	The Prairie	Emily Bronce	1949	ALI16928	4/15/49	Cooper	Renewed	8651978
59	Muttering Heights	Anna Sewall	1949	ALI18521	5/17/49	Bronce	Renewed	8652478
60	Black Beauty	M. Collins	1949	ALI20926	6/17/49	Sewall	Renewed	8655989
61	The Woman in White	H. Collins	1949	ALI24103	7/20/49	Collins	Renewed	8668818
62	Western Stories	H. Collins	1949	ALI28886	8/30/49	Harte	Renewed	8670228
63	The Man Without a Country	E. E. Hale	1949	ALI30683	9/21/49	Hale	Renewed	
64	Treasure Island	Stevenson	1949	ALI33328	10/28/49	Stevenson	Expired	
65	Benjamin Franklin, a Biography of	Franklin	1949	ALI35702	11/25/49	Franklin	Expired	
66	The Clotel of the Heart	Charles Reade	1950	ALI39134	1/3/50	Reade	Renewed	81724
67	(In Notice 1949)	Jane Porter	1950	ALI41957	1/27/50	Porter	Renewed	81487
68	The Scottish Chiefs	M. Shakespeare	1950	ALI44754	3/6/50	Shakespeare	Renewed	81848
69	Julian Caesar	J. Verne	1950	ALI46959	3/28/50	Verne	Renewed	81849
70	Around the World in 80 days	J. F. Cooper	1950	ALI50707	4/25/50	Cooper	Renewed	81358
71	The Pilot	V. Hugo	1950	ALI52608	5/25/50	Hugo	Renewed	81359
72	The Man Who Laughs	Franklin	1950	ALI56012	6/28/50	Franklin	Renewed	84350
73	The Oregon Trail	A. Dumas	1950	ALI58113	7/28/50	Dumas	Renewed	84817
74	The Black Tulip	P. Marryat	1950	ALI60022	8/28/50	Marryat	Renewed	
75	Mr. Midshipman Easy	Sir Walter Scott	1950	ALI64361	9/29/50	Scott	Renewed	84818

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CANDIDATE

PUBLICATION	TITLE	AUTHOR	YEAR	CERTIFICATE NO.	PUBLICATION DATE	COPYRIGHT CARD	COPYRIGHT STATUS	RENEWAL CERTIFICATE NO.
76	The Prisoner of Ienda	Anthony Rope	1950	AA168678	10/30/50	Rope	Renewed	048192
77	The Iliad	Romancus	1950	AA168678	11/24/50	Romancus	Unknown	
78	Joan of Arc		1950	AA173105	12/29/50	Joan of Arc	Unknown	
79	Cyano de Bergerac	R. Roeland	1951	AA174304	1/19/51	Roeland	Unknown	
80	White Fang	Jack London	1959	AA177385	2/20/51	London	Unknown	
81	The Odyssey	Homercus	1951	AA181595	4/16/51	Homercus	Unknown	
82	The Master of Ballantree	Stevenson	1951	AA183596	4/27/51	Stevenson	Unknown	
83	The Jungle Book	Rudyard Kipling	1951	AA183596	5/23/51	Kipling	Unknown	
84	The Gold Bug (And Other Stories)	E. A. Poe	1951	AA180376	6/13/51	Poe	Unknown	
85	The Sea Wolf	Jack London	1951	AA189906	7/27/51	London	Unknown	
86	Under Two Flags	L. De La Ramee	1951	AA195282	8/13/51	De La Ramee	Unknown	
87	A Midsummer Night's Dream	W. Shakespeare	1951	AA195549	10/1/51	Shakespeare	Unknown	
88	Men of Iron	Howard Pyle	1951	A76580	11/5/51	Pyle	Renewed	RE 35-838
89	Crime and Punishment	F. Dostoyevsky	1951	A76579	12/13/51	Dostoyevsky	Renewed	RE 35-830
90	Green Mansions	W. H. Hudson	1951	A76581	12/28/51	Hudson	Renewed	RE 50-829
91	The Call of the Wild	J. London	1952	A76578	1/25/52	London	Renewed	RE 50-765
92	The Courtship of Miles Standish	B. M. Longfellow	1952	A76560	2/20/52	Longfellow	Renewed	RE 50-764
93	Pudd'nhead Wilson	S. L. Clemens	1952	A76577	3/19/52	Clemens	Renewed	RE 50-763
94	David Balfour	Stevenson	1952	A76576	4/11/52	Stevenson	Renewed	RE 50-759
95	All Outlets on the Western Front	P. M. Penarque	1952	A76575	5/16/52	Penarque	Renewed	RE 50-763
96	Daniel Boone	J. Baskelaars	1952	A76574	6/16/52	Baskelaars	Renewed	RE 50-766

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Publi- cation	Title	Author	Year	Certi- ficate No	Publi- cation Date	Copyright Card	Copyright Status	Annual Cert- ificate No.
97	King Solomon's Mines	H. R. Haggard	1952	A76573	7/18/52	Haggard	Renewed	64-736
98	The Red Badge of Courage	Stephen Crane	1952	A76572	8/13/52	Crane	Renewed	64-737
99	Hanlet	M. Shakespeare	1952	A76571	9/12/52	Shakespeare	Renewed	64-738
100	Murder on the Bounty	Nordhoff & Hall	1952	A125010	10/14/52	Classics illus.	Renewed	64-739
101	William Tell	Frederick Schiller	1952	A76569	11/17/52	Schiller	Renewed	64-734
102	The White Company	Doyle	1952	A76570	12/19/52	Doyle	Renewed	64-735
103	Men Against the Sea	C. Nordhoff	1953	A77444	1/16/53	Nordhoff	Renewed	RE-111-433
104	Bring 'Em Back Alive	Frank Buck	1953	A02948	2/18/53	Buck	Renewed	RE-111-434
105	From the Earth to the Moon	J. Verne	1952	A83852	3/13/52	Verne	Renewed	RE-111-435
106	Buffalo Bill	Talbot Mundy	1953	A87248	4/14/53	Kantner, A.L.	Renewed	RE-111-436
107	King of the Khyber Rifles	Sir T. Malory	1953	A92318	5/13/53	Mundy	Renewed	RE-111-437
108	Knights of the Round Table	C. Nordhoff	1953	A103139	6/18/53	Malory	Renewed	RE-111-438
109	Plecairra's Island	Doyle	1953	A103138	7/13/53	Nordhoff	Renewed	RE-111-440
110	A Study in Scarlet	Sir W. Scott	1953	A109668	8/19/53	Doyle	Renewed	RE-111-441
111	The Tallman	A. Dumas	1953	A115903	9/18/53	Kantner, A. L.	Renewed	RE-111-442
112	The Adventures of Kit Carson	J. F. Cooper	1953	A118923	10/12/53	Dumas	Renewed	RE-111-443
113	The Forty-five Guardmen	R. L. Stevenson	1954	A128554	11/24/53	Classics illus.	Renewed	RE-111-444
114	The Red Rover	R. L. Stevenson	1954	A128554	12/18/53	Classics illus.	Renewed	RE-111-445
115	How I Found Livingstone	R. L. Stevenson	1954	A128554	1/25/54	Classics illus.	Renewed	RE-111-446
116	The Horrid Imp	R. L. Stevenson	1954	A128572	2/11/54	Classics illus.	Renewed	RE-111-447
117	Captaine Courageous	R. L. Stevenson	1954	A128572	3/19/54	Classics illus.	Renewed	RE-111-448
118	Rob Roy	Sir W. Scott	1954	A13504	4/15/54	Classics illus.	Renewed	RE-111-449
119	Soldiers of Fortune	Sir W. Scott	1954	A139977	5/14/54	Classics illus.	Renewed	RE-111-450
120	The Hurricane	Sir W. Scott	1954	A139977	5/14/54	Classics illus.	Renewed	RE-111-451

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Public- SATION	Title	Author	Year	Certificate No.	Publication Date	Copyright Info	Copyright Status	Renewal Cert- ification No.
121	Wild Bill Hickok		1954	A147949	7/20/54	Classical illus.	Unknown	
122	The Mutineers	C. B. Hawes	1954	A158044	8/26/54	Classical illus.	Unknown	
123	Fang and Claw	Frank Buck	1954	A162330	11/10/54	Classical illus.	Unknown	
124	The Hat of the World	H. G. Wells	1955	A169680	1/10/55	Classical illus.	Unknown	
125	The Or-Bow Incident	M. V. T. Clark	1955	A179838	1/11/55	Classical illus.	Unknown	
126	The Downfall	Emile Zola	1955	A185657	5/4/55	Classical illus.	Unknown	
127	The King of the Mountains	Edmond About	1955	A195246	7/14/55	Classical illus.	Unknown	
128	Macbeth	M. Shakespeare	1955	A202775	9/8/55	Classical illus.	Unknown	
129	Davy Crockett		1955	A211421	11/8/55	Classical illus.	Unknown	
130	The Story of Jesus	Julius Caesar	1955	A208889	10/21/55	Classical illus.	Unknown	
131	Caesar's Conquests		1955	A217993	1/9/56	Classical illus.	Unknown	
132	The Covered Wagon		1956	B565839	1/7/56	Classical illus.	Unknown	
132A	The Dark Frigate		1956	B591436	5/3/56	Classical illus.	Unknown	
133	The Story of America		1956	No Copyright	Information Available	Classical illus.	Renewed	RE331-781
134	The Time Machine		1956	B601543	7/9/56	Classical illus.	Renewed	RE331-782
135	Romeo and Juliet		1956	B612092	9/11/56	Classical illus.	Renewed	RE331-783
135A	Waterloo		1956	B620646	11/5/56	Classical illus.	Renewed	RE331-784
136	The Ten Commandments		1956	A270573	10/25/56	Classical illus.	Renewed	RE331-785
137	Lord Jim		1957	B610046	1/2/57	Classical illus.	Due for Renewal	RE331-786
138	The Little Savage		1957	B641026	3/17/57	Classical illus.	Due for Renewal	RE331-787
139	A Journey to the Center of the Earth		1957	B650450	4/25/57	Classical illus.	Due for Renewal	RE331-788
139	Adventure in Science in the Reign of Terror		1957	B650686	6/26/57	Classical illus.	Due for Renewal	RE331-789

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Publi- cation	Title	Author	Year	Certifi- cate No.	Publication Date	Copyright Info	Copyright Status
140	On Jungle Trails		1957	B672253	8/15/57	Classical Illus.	Due for Renewal in 1985 Nov 25 1985
141	Castle Dangerous		1957	B679346	11/4/57	Classical Illus.	Due for Renewal in 1985 Nov 25 1985
141A	The Rough Riders		1957	B623154	9/25/57	Classical Illus.	Due for Renewal in 1985 Nov 25 1985
142	Abraham Lincoln		1958	B687960	1/2/58	Classical Illus.	Due for Renewal in 1986 Dec 25 1986
143	Kim		1958	B701002	3/5/58	Classical Illus.	Due for Renewal in 1986 Dec 25 1986
144	First Man in the Moon		1958	B709106	5/7/58	Classical Illus.	Due for Renewal in 1986 Dec 25 1986
145	Placing the Tattle-Wags		1958	B705852	4/15/58	Classical Illus.	Due for Renewal in 1986 Dec 25 1986
146	The Criminal		1958	B725540	7/7/58	Classical Illus.	Due for Renewal in 1986 Dec 25 1986
147	With Pile and Sword		1958	B729815	9/8/58	Classical Illus.	Due for Renewal in 1986 Dec 25 1986
147A	Den Hut		1958	B742173	11/7/58	Classical Illus.	Due for Renewal in 1986 Dec 25 1986
148	Crossing the Rockies		1958	B733171	9/18/58	Classical Illus.	Due for Renewal in 1986 Dec 25 1986
149	The Buccaneer		1959	B751330	1/7/59	Classical Illus.	Due for Renewal in 1986 Dec 25 1986
150	Off on a Comet		1959	B761552	3/5/59	Classical Illus.	Due for Renewal in 1986 Dec 25 1986
150A	The Virginian		1959	B760176	5/12/59	Classical Illus.	Due for Renewal in 1986 Dec 25 1986
151	Royal Canadian Police		1959	B768221	3/16/59	Classical Illus.	Due for Renewal in 1986 Dec 25 1986
152	Won by the Sword		1959	B768104	7/7/59	Classical Illus.	Due for Renewal in 1986 Dec 25 1986
153	Wild Animals I Have Known		1959	B792077	9/1/59	Classical Illus.	Due for Renewal in 1986 Dec 25 1986
153A	The Invisible Man		1959	B802688	11/5/59	Classical Illus.	Due for Renewal in 1986 Dec 25 1986
154	Mez Guns and Cattle		1959	B768647	8/17/59	Classical Illus.	Due for Renewal in 1986 Dec 25 1986
155	The Conspiracy of Pontiac		1960	B811729	1/11/60	Classical Illus.	Due for Renewal in 1986 Dec 25 1986
	The Lion of the North		1960	B826158	3/7/60	Classical Illus.	Due for Renewal in 1986 Dec 25 1986

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Publi- cations	Title	Author	Year	Certificate No.	Publication Date	Copyright Info	Copyright Status	Due for Renewal After 1986
156	The Conquest of Mexico		1960	B034202	5/2/60	Classics illus.	-	-
156A	The Atomic Age		1960	B020311	2/16/60	Classics illus.	-	-
157	The Lives of the Hunted		1960	B050386	7/28/60	Classics illus.	-	-
158	The Conspirators		1960	B057402	9/6/60	Classics illus.	-	-
159	The Octopus		1960	B070852	11/10/60	Classics illus.	-	-
159A	Rocketry, Jets, Missiles		1960	B051733	6/8/60	Classics illus.	-	-
160	Food of the Gods		1960	B080920	1/11/61	Classics illus.	-	-
161	Cleopatra		1960	B080920	3/16/61	Classics illus.	-	-
162	Robert the Conqueror		1960	B090294	5/1/61	Classics illus.	-	-
163	War Between the States		1960	B090856	7/3/61	Classics illus.	-	-
164	Master of the World		1961	No Copyright Information Available	7/3/61	Classics illus.	-	-
165	The Coback Chief		1961	No Copyright Information Available	7/3/61	Classics illus.	-	-
165A	The Queen's Necklace		1962	No Copyright Information Available	1/2/62	Classics illus.	-	-
166	To the Stars		1962	B091051	8/10/61	Classics illus.	-	-
166A	Tigers and Traitors		1962	B091842	5/1/62	Classics illus.	-	-
167	World War II		1962	B092254	2/5/62	Classics illus.	-	-
167A	Phaust		1962	B085454	8/10/62	Classics illus.	-	-
168	Prehistoric World		1962	B091701	7/31/62	Classics illus.	-	-
169	In Freedom's Cause		1969	No Copyright Information Available	5/12/69	Classics illus.	-	-
	Negro Americans-The Early Years		1969	B050810	5/12/69	Classics illus.	-	-

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Publi- cation	Title	Author	Year	Certif- cate No.	Publication Date	Copyright Card	Copyright Status	Renewal Certif- icate No.
501	Snow White and the Seven Dwarfs	Pearson Authors, Ltd.	1953	A-114139	10/29/53	Under title	Renewed	RE 111-462
502	The Ugly Duckling	"	1953	A-114200	11/17/53	Anderson, Hans	Renewed	RE 111-463
503	Cinderella	"	1953	A-117833	12/8/53	Under title	Renewed	RE 111-465
504	The Pied Piper	"	1954	A-120851	1/4/54	C. Illus. Jr.	Unknown	
505	The Sleeping Beauty	"	1954	A-124159	2/1/54	"	Unknown	
506	Jack and the Beanstalk	"	1954	B-467199	2/26/54	"	Unknown	
507	Gollux and the Three Bears	"	1954	B-473970	3/20/54	"	Unknown	
508	Beauty and the Beast	"	1954	B-472988	4/29/54	"	Unknown	
509	Little Red Riding Hood	"	1954	B-484602	5/27/54	"	Unknown	
510	Puss-N-Boots	"	1954	B-483798	6/29/54	"	Unknown	
511	Pumpelkittenkin	"	1954	B-496096	7/29/54	"	Unknown	
512	Pinochio	"	1954	B-495213	8/3/54	"	Unknown	
513	The Steadfast Tin Soldier	"	1954	B-502406	10/25/54	"	Unknown	
514	Johnny Appleseed	"	1955	B-511328	12/29/54	"	Unknown	
515	Aladdin and His Lamp	"	1955	B-518031	2/3/55	"	Unknown	
516	The Emperor's New Clothes	"	1955	B-529863	4/11/55	"	Unknown	
517	The Golden Goose	"	1955	B-540910	6/20/55	"	Unknown	
518	Paul Bunyon	"	1955	B-550816	8/9/55	"	Unknown	
519	Thumbelina	"	1955	B-555316	9/20/55	"	Unknown	
520	Ring of the Golden River	"	1955	B-556995	10/4/55	"	Unknown	
521		"	1955	B-565543	11/17/55	"	Unknown	

EXHIBIT - A-11-462

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EXHIBIT A

<u>Publ- cation</u>	<u>Title</u>	<u>Author</u>	<u>Year</u>	<u>Serial- File No.</u>	<u>Publication Date</u>	<u>Copyrights Paid</u>	<u>Copyrights Status</u>	<u>Renewal Serial- File No.</u>
522	The Nightingale	Famous Authors, Ltd.	1955	B-573135	12/19/55	C. Ellus, Jr.	Unknown	
523	The Gallant Tailor		1956	B-573080	1/19/56		Renewed	RE 231-771
524	The Wild Swans		1956	B-579714	2/24/56		Renewed	RE 231-772
525	The Little Mermaid		1956	B-585043	3/23/56		Renewed	RE 231-773
526	The Frog Prince		1956	B-589118	4/23/56		Renewed	RE 231-774
527	The Goden-Haired Giant		1956	B-593421	5/15/56		Renewed	RE 231-775
528	The Penny Prince		1956	B-599195	6/18/56		Renewed	RE 231-776
529	The Magic Servant		1956	B-603416	7/18/56		Renewed	RE 231-777
530	The Golden Bird		1956	B-608946	8/20/56		Renewed	RE 231-778
531	Rapunzel		1956	B-612858	9/19/56		Renewed	RE 231-779
532	The Dancing Princess		1956	B-613090	10/12/56		Renewed	RE 231-810
533	The Magic Fountain		1956	B-613639	11/16/56		Renewed	RE 231-808
534	The Golden Touch		1956	B-627948	12/19/56		Renewed	RE 231-809
535	The Wizard of Oz		1957	B-631870	1/18/57		Renewed	RE 231-810
536	The Chieney Sweep		1957	B-645138	2/14/57		Renewed	RE 231-811
537	The Three Fairies		1957	B-642712	3/8/57		Renewed	RE 231-812
538	Silly Nana		1957	B-647504	4/15/57		Renewed	RE 231-813
539	The Enchanted Fish		1957	B-651258	5/7/57		Renewed	RE 231-814
540	The Tindat Box		1957	B-661117	6/6/57		Renewed	RE 231-815
541	Snow White and Rose Red		1957	B-661452	7/1/57		Renewed	RE 231-816
542	The Donkey's Tale		1957	B-666550	8/17/57		Renewed	RE 231-817

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CAPITAL A

Copyright Clr-
LITAKE, INC.

CALL- NUMBER	TITLE	AUTHOR	YEAR	CALL- NUMBER	PUBLICATION DATE	Copyright DATE
543	The House in the Woods	Parous Authors, Ltd.	1957	B-6722284	9/10/57	NOV 23, 1985 Due for Renewal in 1985
544	The Golden Plover	"	1957	B-674888	10/8/57	NOV 23, 1985 Due for Renewal in 1985
545	The Green Mountain	"	1957	B-683718	11/8/57	NOV 23, 1985 Due for Renewal in 1985
546	The Silver and the Shoemaker	"	1957	B-690382	12/11/57	NOV 23, 1985 Due for Renewal in 1985
547	The Whining Table	"	1958	B-690719	1/13/58	DEC 29, 1985 Due for Renewal in 1986
548	The Magic Pitcher	"	1958	B-697156	2/10/58	DEC 29, 1985 Due for Renewal in 1986
549	Simple Kate	"	1958	B-705316	3/10/58	DEC 29, 1985 Due for Renewal in 1986
550	The Singing Donkey	"	1958	B-705626	4/15/58	DEC 29, 1985 Due for Renewal in 1986
551	The Queen Bee	"	1958	B-712589	5/15/58	DEC 29, 1985 Due for Renewal in 1986
552	The Three Little Swarms	"	1958	B-716552	6/16/58	DEC 29, 1985 Due for Renewal in 1986
553	King Thrunder	"	1958	B-724992	7/15/58	DEC 29, 1985 Due for Renewal in 1986
554	The Enchanted Deer	"	1958	B-725603	8/6/58	DEC 29, 1985 Due for Renewal in 1986
555	The Three Golden Apples	"	1958	B-729816	9/8/58	DEC 29, 1985 Due for Renewal in 1986
556	The Elf Hound	"	1958	B-737109	10/9/58	DEC 29, 1985 Due for Renewal in 1986
557	Silly Billy	"	1958	B-745761	12/3/58	DEC 29, 1985 Due for Renewal in 1986
558	The Magic Dish	"	1959	B-756197	2/3/59	DEC 29, 1985 Due for Renewal in 1986
559	(In notice-1958)	"	1959	B-765057	4/3/59	Due for Renewal After 1986
560	The Japanese Lantern	"	1959	B-776288	6/3/59	"
561	The Doll Princess	"	1959	B-785332	8/6/59	"
562	Hang Hundrup	"	1959	B-796340	10/1/59	"
563	The Enchanted Pony	"	1959	B-806698	12/3/59	"
564	The Whining Well	"	1959			"



RECORDED DOCUMENTS

FL-10A

DATE: October 5, 2012

First Class Inc.
 661 N. Michigan Ave., Ste. 1400
 Chicago, IL 60611-7870

ATTN: Richard S. Bergen

We have recorded the enclosed document(s) in the official records of the Copyright Office:

VOLUME	3608
DOC NO	428

The recording fee has been handled as follows:

RECEIVED	\$
APPLIED	\$
REFUNDED (under separate cover)	\$
CHARGED TO YOUR DEPOSIT ACCOUNT	\$

Respectfully yours,

Reg. Off. Copyrights

ENCLOSURE

Page 2

EXHIBIT B

USPTO 9/15/2011 9:38:35 AM PAGE 2/005 Fax Server
 20 FIRST CLASSICS INC COMPANY 880 N. MICHIGAN AVENUE, SUITE 1400



UNITED STATES PATENT AND TRADEMARK OFFICE

UNITED STATES PATENT AND TRADEMARK OFFICE
 OFFICE OF THE COMMISSIONER OF PATENTS AND TRADEMARKS

SEPTEMBER 15, 2011

STAS

FIRST CLASSICS INC.
 880 N. MICHIGAN AVENUE, SUITE 1400
 DETROIT, MI 48226-1400



900201080

UNITED STATES PATENT AND TRADEMARK OFFICE OFFICE OF THE COMMISSIONER OF PATENTS AND TRADEMARKS

THE PATENT AND TRADEMARK OFFICE HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE UNITED STATES PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE 9TH AND FRAME NUMBER 004614/0589.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED IN THIS REISTRATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY REQUEST THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE CONTACT REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, 571-272-3350. REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, 571-272-3350. REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, 571-272-3350.

REGISTRATION DATE: 09/15/2011

FEEL/FRAME: 004614/0589

NUMBER OF PAGES: 5

RECORD: 004614/0589. INTEREST AND THE GOODWILL.

RECORD: 004614/0589. INTEREST AND THE GOODWILL.

REG DATE: 09/15/2011
 CITIZENSHIP: DELAWARE
 ENTITY: CORPORATION

FIRST CLASSICS INC.
 880 N. MICHIGAN AVENUE, SUITE 1400
 DETROIT, MI 48226-1400

CITIZENSHIP: DELAWARE
 ENTITY: CORPORATION

EXHIBIT C

FIRST CLASSICS, INC.
33 NORTH LA SALLE STREET
SUITE 1940
CHICAGO, ILLINOIS 60602

LIMITED LICENSE AGREEMENT

1. First Classics, Inc. (sometimes herein, "OWNER"), of Suite 1940, 33 N. LaSalle Street Chicago, Illinois, USA, 60602, does by, and strictly subject to, the terms of this Limited License Agreement ("Agreement"), hereby authorize JACK LAKE PRODUCTIONS, INC., a CANADIAN corporation, located at 418 Hounslow Avenue, Toronto, Ontario M2R 1H6, CANADA (sometimes herein, "LICENSEE"), to reprint by print publication in the formats licensed hereby the publications referred to herein as the "Books", which are as follows: SEE: EXHIBIT "A", "B", "C", "D" and "E" attached hereto and made a part hereof:

"Classics Illustrated Juniors, a library consisting of 77 titles."
and

"Classics Illustrated Special Issues, a library consisting of 16 titles."
and

"Classics Illustrated Issues, a library consisting of 169 North American titles and various foreign titles."
and

"Classics Illustrated A World Around Us, a library consisting of 36 titles."
and

"Classics Illustrated Berkley/First Publishing, a library consisting of 27 titles and various unpublished titles."

2. LICENSEE's rights hereunder are limited to the reprinting, distribution and sale of the Books in (but only in) the permitted Territory and in (but only in) the Territory's Licensed Languages during (but only during) the respective permitted time periods, all as identified below, which reprints in either standard comic book (6 7/8" x 10 1/4") or 6 1/2" x 9 1/2" format, or in any other print media (the "Authorized Formats"):

A.) During, (but only during) the 10 year period beginning December 1, 2002 and expiring November 30, 2012, by print publication in The English, French and Spanish languages for distribution and sale within the geographic territory of North America, Europe, Asia, Australia and South America provided, that each such reprint book shall contain the legend on the cover and the indicia page: THIS BOOK FOR

INTERNATIONAL DISTRIBUTION AND SALE. (Only in joint venture programs this will change according to the host country.)

B.) The parties hereto agree to commence negotiations for a possible renewal/extension of this Agreement 90 days before the expiration date of this agreement.

3. LICENSEE shall not use or exploit any part of a Book to promote (nor promote in or with any reprint) any illegal drug, alcoholic beverage or tobacco product. In the event that LICENSEE **shall violate this provision** in any way or manner, all rights of LICENSEE under this Agreement shall immediately and irrevocably terminate and expire forever.
4. Subject to the conditions of this Agreement LICENSEE shall have the right to accurately translate the words of each Book into, and have the graphic art of the Book relettered in, the Licensed Languages (the "Translated Artwork"). LICENSEE agrees that upon each reprint all artwork and all Translated Artwork, whether in English, French or Spanish (and inclusive of all film, color separations, color guides, and other print publication materials) shall become the sole property of OWNER and shall be delivered to OWNER at LICENSEE's expense promptly upon printing of the reprint in question. Owner agrees not to use Artwork for future licensing Agreements without approval of Licensee, however, if Licensee is in default on any covenants of this Agreement, Owner may use the Artwork in any manner solely determined by Owner. All Artwork shall be approved by Owner, with said approval to not be unreasonably withheld, however, if terms of this Agreement are not in compliance by Licensee, approval may be withheld.
5. LICENSEE at its cost shall furnish OWNER with a reasonable amount of copies of each reprint publication of each book for its library, and two (2) copies of each advertisement, poster, or other piece promoting same, promptly upon the printing thereof.
6. LICENSEE's rights are limited to the print on paper publication in an Authorized format and the distribution and sale of same in the Territory in a Licensed Language within the respective time periods permitted hereby. (Refer to item 2 above for the Authorized Format.)
7. LICENSEE agrees to and shall print the following copyright notices and credits in each publication containing any Translated Artwork, and on each piece of advertising or publicity for same:

Copyright © (year) First Classics, Inc. All Rights Reserved.
Published with the written licensed permission of First Classics, Inc.

LICENSEE shall also properly apply all copyright notices appropriate to the laws of the respective Territory to insure to the maximum extent possible the preservation in OWNER of all copyright, trademark, and other proprietary rights to the Books, the Translated Artwork, and their content. All rights to the translation of the underlying work shall be the sole property of First Classics, Inc., and LICENSEE shall do all acts and things necessary to effect same. LICENSEE also agrees to print in the Licensed Language whatever other additional notices and formats as OWNER may request with respect to proprietary rights related to the characters, stories, titles, logos, or any other aspects of the Books, the literary or artistic properties relating thereto, or the translation.

8. LICENSEE shall not delete or rearrange any artwork, panels, or pages as originally published, nor materially alter by translation the meaning thereof. LICENSEE's reprints shall be first class print publications of highest standards and quality. Licensee may, at its discretion, use the inside front and back covers for corporate advertising, and may additionally use the "Fiftieth Anniversary" or "Good Literature" tag on the front covers of each published book. The author of each title may be properly credited in an appropriate location determined by the Licensee. (Exception: Licensee may use original artwork to create other print products such as coloring books and sticker sheets, calendars and such with prior OWNER approval.)
- 8a. Where LICENSEE deems it necessary to redraw the original artwork and cover artwork for republication, it is necessary for LICENSEE to receive written or verbal approval from OWNER prior to publication.
9. All sums due or paid hereunder shall be in United States dollars. Any conversion costs shall be borne by LICENSEE.
10. This Agreement is a license, limited by its terms, nothing more. It may only be changed in writing by LICENSEE and OWNER. It is governed by the laws of the State of Illinois, USA. The rights granted to LICENSEE by this Agreement are not transferable or assignable. No agency is created hereby.
11. LICENSEE alone shall be responsible for all aspects, costs and liabilities of its publication, distribution and sale of the Translated Artwork. LICENSEE shall be strictly liable in the event any reprints of the Books are created in any manner other than as expressly permitted hereby. In the event that any term of this Agreement be materially violated, LICENSEE shall pay to OWNER an amount equal to all gross income generated by any exploitations of the Books or any distributions or sales which violate any provision of this Agreement, plus all of OWNER's attorneys' fees and costs.

12. For the rights granted to LICENSEE hereunder, LICENSEE shall also pay OWNER forthwith:

(A) The sum of U.S. \$12,500.00 (the "License Fee") against 10% of net sales of all Classics Illustrated Juniors and Special Edition books sold, and 10% of gross of all corporate advertising and/or promotional revenues relating to Classics Illustrated Juniors and Special Editions. All license fees to be settled quarterly, with payments to First Classics due on the 15th day following the end of the quarter. Net Sales Price is defined as "Gross sales price less sales taxes, customary trade discounts and returns, but without deductions for any other items; i.e: commissions, assessments, expenses or uncollectable accounts, provided that the aggregate of trade discounts and returns may not exceed 7% of gross sales in any given reporting period."

13. If LICENSEE shall fail in any of its obligations hereunder, or becomes bankrupt or insolvent, then OWNER may terminate this Agreement without prejudice to all other rights and remedies of OWNER. Upon termination all rights of LICENSEE hereunder shall immediately cease. LICENSEE consents to any Court in Chicago, Illinois as the sole venue for any litigation with respect to any matter touching upon the subject matter of this Agreement.

14. All rights not expressly mentioned herein, whether now existing or which later come into being, are reserved to and by OWNER.

JACK LAKE PRODUCTIONS INC.
("LICENSEE")

By: *Jack Lake*

Its: PRESIDENT

Date: Nov 25/02

FIRST CLASSICS, INC.
("OWNER")

By: *P. Berger*

Its: PRESIDENT

Date: NOV 25, 2002

EXHIBIT D

JORGE DIAZ-CUETO, P.A.

TEL: 305-417-3534 | JORGEDIAZCUETO@BELLSOUTH.NET
669 EAST FLAGLER STREET, SUITE 1435
MIAMI, FL 33131

June 17th, 2014

Jack Jarve
Jack Lake Productions Inc.,
418 Hounslow Avenue
Toronto, Ontario
M2R 1H6, Canada

**RE: TERMINATION FOR CAUSE OF LICENSING AGREEMENT BETWEEN
FIRST CLASSICS, INC., AND JACK LAKE PRODUCTIONS, INC.**

Dear Mr. Jarve,

Please be advised that my law firm has been retained to represent First Classics, Inc. regarding the termination of the Limited License Agreement and the immediate return of all property of First Classics, Inc. including but not limited to of all artwork, whether in English, French or Spanish and inclusive of all film, color separations, color guides and other print publication materials, plates etc.,

This letter shall serve to put you on formal notice that the contract titled "LIMITED LICENSE AGREEMENT" between First Classics, Inc. and Jack Lake Productions Inc., is hereby terminated for cause. Jack Lake Production Inc., is to cease and desist from transacting any further business whatsoever on product line owned by First Classics, Inc.

The original contract between the parties was for a 10 year period, beginning on December 1, 2002 and expiring on November 30, 2012. (see attached exhibit 1, the Limited License Agreement). After the contract ended on November 30, 2012, it proceeded on a month to month until November 2013, at which point you were informed that your agreement would not be extended any further. The contract stresses in paragraph 2 (A), that Jack Lake Productions Inc., could only distribute during the 10 year period. The contract states "During, ("but only during") the 10 year period" After this period and the month to month extensions which ended in November 2013, Jack Lake Productions Inc., has been distributing First Classics, Inc., without any licensing agreement.

It is my client's position that Jack Lake Production Inc., during the life of the original agreement and continuing thereafter has been in violation of several material clauses, namely paragraphs 4.5.12 and 13 of the attached licensing agreement, causing First Classics, Inc., to terminate the relationship between the companies.

First Classics, Inc., demands return of all property of First Classics Inc., being inappropriately held by you in violation of paragraph no.: 4 of the agreement which states " LICENSEE agrees that upon each reprint all artwork, whether in English, French or Spanish (and inclusive of all film, color separations, color guides, and other print publication materials) shall become the sole property of the OWNER and shall be delivered to OWNER at LICENSEE'S expense promptly upon printing of the reprint in question." First Classics, Inc., further demands return of all property of First Classics, Inc., pursuant to its rights upon the termination for cause of the licensing agreement. Failure to return the property of First Classic Inc., will be considered Civil Theft and subject to treble damages.

Please Govern Yourself Accordingly.



Jorge Diaz-Cueto

EXHIBIT E

SMART & BIGGAR

Box III Suite 1500
438 University Avenue
Toronto ON M5G 2K8 Canada
Tel: 416 593 5514 | Fax 416 591 1690
www.smart-biggartoronto.com

Brian P. Isaacs
bisaacs@smart-biggartoronto.com

Our Ref: 95221-3

June 25, 2014

BY E-MAIL: correspondence@bellmouth.net

Mr. Jorge Diaz-Castro
160 East Highler Street, Suite 1415
Miami, FL 33131

Dear Mr. Diaz-Castro:

Re: First Classics, Inc.

A copy of your June 17, 2014 letter to Jack Lake Productions Inc. has been forwarded to me for a response.

While you purport to provide formal notice regarding termination of the license agreement between First Classics, Inc. and Jack Lake Productions Inc., it does not appear that you have a full understanding of the relationship between the parties. In that regard, we note that while you refer to "attached exhibit 1", no agreement was attached to your letter. Further, our client is not aware of any written agreement dealing with a license for a 10-year period beginning on December 1, 2002 and expiring on November 30, 2012. In fact, our client has advised us that the only operative written agreement he is aware of that fully set out any agreement between the parties was the attached 2002 agreement that dealt only with the Classics Illustrated Juniors Library and was for a term commencing December 1, 2002 and expiring May 1, 2004. During the term of that agreement our client updated three junior titles and was fully compliant with all terms of the agreement.

During the term of the 2002 agreement and subsequently, the relationship between the parties evolved. For instance, the parties began dealing with all Classics Illustrated titles, translation into numerous languages and sublicensing, all of which proceeded based on informal agreements between the parties. Further, the relationship between the parties was one in which the principal of our client (Jack Jarve) viewed the principal of your client (Richard Berger) as somewhat of a mentor and enjoyed a close personal relationship with him. Mr. Berger not only agreed to, but encouraged Mr. Jarve to expand the titles to be updated, the languages for translations and sublicensing of the Classics Illustrated products. Further, it was at the direction of Mr. Berger that our client retained a writer.

02/20/15

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SMART & BIGGAR

As you will understand, without access to or an understanding as to what you are referring to with respect to the alleged agreement beginning on December 1, 2002, our client certainly does not accept that there was any termination of the license in November 2012 or that he has breached any terms of any agreement between the parties.

You should understand that our client was led to believe that the agreement between the parties was to be memorialized in a written agreement and continued. Such assurances were provided by Nick Bonfiglio as recently as April of this year. In short, our client views it as disingenuous to now assert violation of clauses of an agreement between the parties. Similarly, demands for return of property "inappropriately held" by our client are unfounded. As noted, it was Mr. Berger who indicated that artwork was not needed.

In the circumstances, as our client has already expressed to Mr. Bonfiglio, our client's aim would have always been to move forward with settling an agreement pursuant to which the parties may continue to work together, to use the words of Nick Bonfiglio, in the "mutual interest of growing Classics". However, to the extent that your client has decided it will not negotiate a further license with our client, our client wishes to remind your client of the fact that the basic understanding between the parties was that our client would undertake all the risk, perform all the work and pay royalties on the understanding that any licensing of First Classics, Inc. of the products produced by our client is subject to approval from our client, which your client does not have and will not have unless and until this matter can be settled in a reasonable fashion.

We would appreciate immediately receiving a copy of the alleged agreement you refer to, as well as any further comments you may have. We remain hopeful that the parties will be able to amicably reach a resolution, one way or the other, that is satisfactory to both parties. However, your client must understand that our client will not stand by and allow your client to be unjustly enriched through the efforts and investment that our client has made in the Classics Illustrated franchise, and will vigorously defend any legal proceeding taken by your client.

We look forward to hearing from you.

Yours very truly,

SMART & BIGGAR

Brian P. Isaac

BP:15

AB

FIRST CLASSICS, INC.
33 NORTH LA SALLE STREET
SUITE 3350
CHICAGO, ILLINOIS 60602

LIMITED LICENSE AGREEMENT

- 1 First Classics, Inc. (sometimes herein, "OWNER"), of Suite 3350, 33 N. LaSalle Street, Chicago, Illinois, USA, 60602, does by, and strictly subject to, the terms of this Limited License Agreement ("Agreement"), hereby authorize JACK LAKE PRODUCTIONS, INC., a CANADIAN corporation, located at 418 Hounslow Avenue, Toronto, Ontario M2R 1H6, CANADA (sometimes herein, "LICENSEE"), to reprint by print publication in the formats licensed hereby the publications referred to herein as the "Books", which are as follows: SEE EXHIBIT "A" attached hereto and made a part hereof:

"Classics Illustrated Juniors, a library consisting of 77 titles."

- 2 LICENSEE'S rights hereunder are limited to the reprinting, distribution and sale of the Books in (but only in) the permitted Territory and in (but only in) the Territory's Licensed Languages during (but only during) the respective permitted time periods, all as identified below, which reprints may be in either standard comic book (6 7/8" X 10 1/4") or 6 1/2" X 9 1/2" format, or in any other print media (the "Authorized Formats"):

A) During (but only during) the seventeen month period beginning December 1, 2002 and expiring May 1, 2004, by print publication in the English, French and Spanish languages for distribution and sale within the geographic territory of North America, Europe, Asia, Australia and South America provided, that each such reprint book shall contain the legend on the cover and the indicia page: THIS BOOK FOR DISTRIBUTION AND SALE ONLY IN (add name of country as the case may be)

B) The parties hereto agree to commence negotiations for a possible renewal/extension of this Agreement 90 days before the expiration date of this Agreement.

8. LICENSEE shall not use or exploit any part of a Book to promote (nor promote in or with any reprint) any illegal drug, alcoholic beverage or tobacco product. In the event that LICENSEE shall violate this provision in any way or manner, all rights of LICENSEE under this Agreement shall immediately and irrevocably terminate and expire forever.

4. Subject to the conditions of this Agreement LICENSEE shall have the right to accurately translate the words of each Book into, and have the graphic art of the Book relettered in, the Licensed Languages (the "Translated Artwork"). LICENSEE agrees that upon each reprint all artwork and all Translated Artwork, whether in English, French or Spanish (and inclusive of all film, color separations, color guides, and other print publication materials) shall become the sole property of OWNER and shall be delivered to OWNER at LICENSEE's expense promptly upon printing of the reprint in question. Owner agrees not to use Artwork for future licensing Agreements without approval of Licensee, however, if Licensee is in default on any covenants of this Agreement, Owner may use the Artwork in any manner solely determined by Owner. All Artwork shall be approved by Owner, with said approval to not be unreasonably withheld, however, if terms of this Agreement are not in compliance by Licensee, approval may be withheld.
5. LICENSEE at its cost shall furnish OWNER with a reasonable amount of copies of each reprint publication of each book for its library, and two (2) copies of each advertisement, poster, or other piece promoting same, promptly upon the printing thereof.
6. LICENSEE's rights are limited to the print on paper publication in an Authorized Format and the distribution and sale of same in the Territory in a Licensed Language within the respective time periods permitted hereby. (Refer to Item 2 above for the Authorized Format.)
7. LICENSEE agrees to and shall print the following copyright notices and credits in each publication containing any Translated Artwork, and on each piece of advertising or publicity for same:

Copyright © (year) First Classics, Inc. All Rights Reserved.
Published with the written licensed permission of First Classics,
Inc.

LICENSEE shall also properly apply all copyright notices appropriate to the laws of the respective Territory to insure to the maximum extent possible the preservation in OWNER of all copyright, trademark, and other proprietary rights to the Books, the Translated Artwork, and their content. All rights to the translation of the underlying work shall be the sole property of First Classics, Inc., and LICENSEE shall do all acts and things necessary to effect same. LICENSEE also agrees to print in the Licensed Language whatever other additional notices and formats as OWNER may request with respect to proprietary rights related to the characters, stories, titles, logos, or any other aspects of the Books, the literary or artistic properties relating thereto, or the translation.

8. LICENSEE shall not delete or rearrange any artwork, panels, or pages as originally published, nor materially alter by translation the meaning

thereof. LICENSEE's reprints shall be first class print publications of highest standards and quality. Licensee may, at its discretion, use the inside front and back covers for corporate advertising, and may additionally use the "Fiftieth Anniversary" tag on the front covers of each published book. The author of each title may be properly credited in an appropriate location determined by the Licensee.

9. All sums due or paid hereunder shall be in United States dollars. Any conversion costs shall be borne by LICENSEE.
10. This Agreement is a license, limited by its terms, nothing more. It may only be changed in writing signed by LICENSEE and OWNER. It is governed by the laws of the State of Illinois, USA. The rights granted to LICENSEE by this Agreement are not transferable or assignable. No agency is created hereby.
11. LICENSEE alone shall be responsible for all aspects, costs, and liabilities of its publication, distribution and sale of the Translated Artwork. LICENSEE shall be strictly liable in the event any reprints of the Books are created in any manner other than as expressly permitted hereby. In the event that any term of this Agreement be materially violated, LICENSEE shall pay to OWNER an amount equal to all gross income generated by any exploitations of the Books or any distributions or sales which violate any provision of this Agreement, plus all of OWNER's attorneys' fees and costs.
12. For the rights granted to LICENSEE hereunder, LICENSEE shall also pay OWNER forthwith:
 - (A) The sum of U.S. \$12,500.00 (the "License Fee") against 10% of net sales of all Classics Illustrated Juniors books sold, and 10% of gross of all corporate advertising and/or promotional revenues relating to Classics Illustrated Juniors. All license fees to be settled quarterly, with payments to First Classics due on the 15th day following the end of the quarter. Net Sales Price is defined as "Gross sales price less sales taxes, and customary trade discounts and returns, but without deductions for any other items; i.e. commissions, assessments, expenses or uncollectable accounts, provided that the aggregate of trade discounts and returns may not exceed 7% of gross sales in any given reporting period.
13. If LICENSEE shall fail in any of its obligations hereunder, or becomes bankrupt or insolvent, then OWNER may terminate this Agreement without prejudice to all other rights and remedies of OWNER. Upon termination all rights of LICENSEE hereunder shall immediately cease. LICENSEE consents to any Court in Chicago, Illinois as the sole venue for any litigation with respect to any matter touching upon the subject matter of this Agreement.

14. All rights not expressly mentioned herein, whether now existing or which later come into being, are reserved to and by OWNER.

WILKINSON PRODUCTIONS, INC.
("LICENSEE")

By [Signature]

Its PRESIDENT

Date Nov 25/2002

FIRST CLASSICS, INC.
("OWNER")

By [Signature]

Its Director

Date 11/25/02

EXHIBIT "A"

Classics Illustrated Juniors, a library consisting of 77 titles

The list includes the following titles:

- #501 Snow White and the Seven Dwarfs
- #502 The Ugly Duckling
- #503 Cinderella
- #504 The Pied Piper
- #505 The Sleeping Beauty
- #506 The 3 Little Pigs
- #507 Jack & the Beanstalk
- #508 Goldilocks and the 3 Bears
- #509 Beauty and the Beast
- #510 Little Red Riding Hood
- #511 Puss-N Boots
- #512 Rumpelstiltskin
- #513 Pinocchio
- #514 The Steadfast Tin Soldier
- #515 Johnny Appleseed
- #516 Aladdin and his Lamp
- #517 The Emperor's New Clothes
- #518 The Golden Goose
- #519 Paul Bunyon
- #520 Thumbelina
- #521 King of the Golden River

#522 The Nightingale
#523 The Gallant Tailor
#524 The Wild Swans
#525 The Little Mermaid
#526 The Frog Prince
#527 The Golden Haired Giant
#528 The Penny Prince
#529 The Magic Servants
#530 The Golden Bird
#531 Rapunzel
#532 The Dancing Princesses
#533 The Magic Fountain
#534 The Golden Touch
#535 The Wizard of Oz
#536 The Chimney Sweep
#537 The Three Fairies
#538 Silly Hans
#539 The Enchanted Fish
#540 The Tinder Box
#541 Snow White and Rose Red
#542 The Donkey's Tale
#543 The House in the Woods
#544 The Golden Fleece
#545 The Glass Mountain
#546 The Hives and the Shoemaker
#547 The Washing Table
#548 The Magic Pitcher
#549 Simple Kate
#550 The Singing Donkey
#551 The Queen Bee
#552 The Three Little Dwarfs
#553 King Thrushbeard
#554 The Enchanted Deer
#555 The Three Golden Apples
#556 The Hill Mound
#557 Silly Willy
#558 The Magic Dish
#559 The Japanese Lantern
#560 The Doll Princess
#561 Hans Humdrum
#562 The Enchanted Pony
#563 The Washing Well
#564 The Salt Mountain

#565 The Silly Princess
#566 Clumsy Hans
#567 The Bearskin Soldier
#568 The Happy Hedgehog
#569 The Three Giants
#570 The Pearl Princess
#571 How Fire Came to the Indians
#572 The Drummer Boy
#573 The Crystal Ball
#574 Brightboots
#575 The Fearless Prince
#576 The Princess who saw Everything
#577 The Runaway Dumpling

EXHIBIT F

JORGE DIAZ-CUETO, P.A.

TEL: 305 412 7510 JORGE DIAZ CUETO BELLSOUTH.NET
200 EYES FLAVIER STREET, SUITE 1475
MIAMI, FL 33133

June 24, 2014

Brian P. Isaac
438 University Avenue
Toronto, ON M5G 2K8 Canada
bptsaac@smart-bigger.ca

**RE: TERMINATION FOR CAUSE OF LICENSING AGREEMENT BETWEEN
FIRST CLASSICS, INC., AND JACK LAKE PRODUCTION, INC.**

This letter shall serve as response to your letter to me dated June 20, 2014. First, your client alleges that the contract that I referenced in my letter terminating licensing agreement dated June 17, 2014 does not exist. Let me assure you that your client is mistaken. Attached to this letter is a copy of the fully executed Limited License Agreement between your client and First Classics Inc., for the term beginning December 1, 2002 and ending on November 30, 2012. The document speaks for itself.

First Classics Inc., did not have a loose understanding with your client as your client now seems to claim, but rather all understandings between the parties were reduced to writing as is the norm in the industry, with an understood term which has expired.

Your statement that your client will not stand by and see First Classics Inc., be unjustly enriched is baseless. Your client received the full benefit of his bargain. In fact my client is prepared to prove should it become necessary that as a result of the numerous breaches of the agreement by your client, First Classics Inc., has been damaged.

First Classics, Inc., reassert all of the demands made in my letter to Jack Lake Productions Inc., dated June 17, 2014. Jack Lake Productions is to immediately cease and desist from distributing and selling books which are the property of First Classics, Inc., in any format whatsoever.

Sincerely,



Jorge Díaz-Cueto

FIRST CLASSICS, INC.
33 NORTH LA SALLE STREET
SUITE 1940
CHICAGO, ILLINOIS 60602

LIMITED LICENSE AGREEMENT

1. First Classics, Inc. (sometimes herein, "OWNER"), of Suite 1940, 33 N. LaSalle Street Chicago, Illinois, USA, 60602, does by, and strictly subject to, the terms of this Limited License Agreement ("Agreement"), hereby authorize JACK LAKE PRODUCTIONS, INC., a CANADIAN corporation, located at 418 Hounslow Avenue, Toronto, Ontario M2R 1H6, CANADA (sometimes herein, "LICENSEE"), to reprint by print publication in the formats licensed hereby the publications referred to herein as the "Books", which are as follows: SEE:EXHIBIT "A", "B", "C", "D" and "E" attached hereto and made a part hereof:

"Classics Illustrated Juniors, a library consisting of 77 titles."

and

"Classics Illustrated Special Issues, a library consisting of 16 titles."

and

"Classics Illustrated Issues, a library consisting of 169 North American titles and various foreign titles."

and

"Classics Illustrated A World Around Us, a library consisting of 36 titles."

and

"Classics Illustrated Berkley/First Publishing, a library consisting of 27 titles and various unpublished titles."

2. LICENSEE's rights hereunder are limited to the reprinting, distribution and sale of the Books in (but only in) the permitted Territory and in (but only in) the Territory's Licensed Languages during (but only during) the respective permitted time periods, all as identified below, which reprints in either standard comic book (6 7/8" x 10 1/4") or 6 1/2" x 9 1/2" format, or in any other print media (the "Authorized Formats"):

A.) During, (but only during) the 10 year period beginning December 1, 2002 and expiring November 30, 2012, by print publication in The English, French and Spanish languages for distribution and sale within the geographic territory of North America, Europe, Asia, Australia and South America provided, that each such reprint book shall contain the legend on the cover and the indicia page: THIS BOOK FOR

INTERNATIONAL DISTRIBUTION AND SALE. (Only in joint venture programs this will change according to the host country.)

B.) The parties hereto agree to commence negotiations for a possible renewal/extension of this Agreement 90 days before the expiration date of this agreement.

3. LICENSEE shall not use or exploit any part of a Book to promote (nor promote in or with any reprint) any illegal drug, alcoholic beverage or tobacco product. In the event that LICENSEE shall violate this provision in any way or manner, all rights of LICENSEE under this Agreement shall immediately and irrevocably terminate and expire forever.
4. Subject to the conditions of this Agreement LICENSEE shall have the right to accurately translate the words of each Book into, and have the graphic art of the Book relettered in, the Licensed Languages (the "Translated Artwork"). LICENSEE agrees that upon each reprint all artwork and all Translated Artwork, whether in English, French or Spanish (and inclusive of all film, color separations, color guides, and other print publication materials) shall become the sole property of OWNER and shall be delivered to OWNER at LICENSEE's expense promptly upon printing of the reprint in question. Owner agrees not to use Artwork for future licensing Agreements without approval of Licensee, however, if Licensee is in default on any covenants of this Agreement, Owner may use the Artwork in any manner solely determined by Owner. All Artwork shall be approved by Owner, with said approval to not be unreasonably withheld, however, if terms of this Agreement are not in compliance by Licensee, approval may be withheld.
5. LICENSEE at its cost shall furnish OWNER with a reasonable amount of copies of each reprint publication of each book for its library, and two (2) copies of each advertisement, poster, or other piece promoting same, promptly upon the printing thereof.
6. LICENSEE's rights are limited to the print on paper publication in an Authorized format and the distribution and sale of same in the Territory in a Licensed Language within the respective time periods permitted hereby. (Refer to item 2 above for the Authorized Format.)
7. LICENSEE agrees to and shall print the following copyright notices and credits in each publication containing any Translated Artwork, and on each piece of advertising or publicity for same:

Copyright © (year) First Classics, Inc. All Rights Reserved.
Published with the written licensed permission of First Classics, Inc.

LICENSEE shall also properly apply all copyright notices appropriate to the laws of the respective Territory to insure to the maximum extent possible the preservation in OWNER of all copyright, trademark, and other proprietary rights to the Books, the Translated Artwork, and their content. All rights to the translation of the underlying work shall be the sole property of First Classics, Inc., and LICENSEE shall do all acts and things necessary to effect same. LICENSEE also agrees to print in the Licensed Language whatever other additional notices and formats as OWNER may request with respect to proprietary rights related to the characters, stories, titles, logos, or any other aspects of the Books, the literary or artistic properties relating thereto, or the translation.

8. LICENSEE shall not delete or rearrange any artwork, panels, or pages as originally published, nor materially alter by translation the meaning thereof. LICENSEE's reprints shall be first class print publications of highest standards and quality. Licensee may, at its discretion, use the inside front and back covers for corporate advertising, and may additionally use the "Fiftieth Anniversary" or "Good Literature" tag on the front covers of each published book. The author of each title may be properly credited in an appropriate location determined by the Licensee. (Exception: Licensee may use original artwork to create other print products such as coloring books and sticker sheets, calendars and such with prior OWNER approval.)
- 8a. Where LICENSEE deems it necessary to redraw the original artwork and cover artwork for republication, it is necessary for LICENSEE to receive written or verbal approval from OWNER prior to publication.
9. All sums due or paid hereunder shall be in United States dollars. Any conversion costs shall be borne by LICENSEE.
10. This Agreement is a license, limited by its terms, nothing more. It may only be changed in writing by LICENSEE and OWNER. It is governed by the laws of the State of Illinois, USA. The rights granted to LICENSEE by this Agreement are not transferable or assignable. No agency is created hereby.
11. LICENSEE alone shall be responsible for all aspects, costs and liabilities of its publication, distribution and sale of the Translated Artwork. LICENSEE shall be strictly liable in the event any reprints of the Books are created in any manner other than as expressly permitted hereby. In the event that any term of this Agreement be materially violated, LICENSEE shall pay to OWNER an amount equal to all gross income generated by any exploitations of the Books or any distributions or sales which violate any provision of this Agreement, plus all of OWNER's attorneys' fees and costs.

12. For the rights granted to LICENSEE hereunder, LICENSEE shall also pay OWNER forthwith:

(A) The sum of U.S. \$12,500.00 (the "License Fee") against 10% of net sales of all Classics Illustrated Juniors and Special Edition books sold, and 10% of gross of all corporate advertising and/or promotional revenues relating to Classics Illustrated Juniors and Special Editions. All license fees to be settled quarterly, with payments to First Classics due on the 15th day following the end of the quarter. Net Sales Price is defined as "Gross sales price less sales taxes, customary trade discounts and returns, but without deductions for any other items; i.e: commissions, assessments, expenses or uncollectable accounts, provided that the aggregate of trade discounts and returns may not exceed 7% of gross sales in any given reporting period."

13. If LICENSEE shall fail in any of its obligations hereunder, or becomes bankrupt or insolvent, then OWNER may terminate this Agreement without prejudice to all other rights and remedies of OWNER. Upon termination all rights of LICENSEE hereunder shall immediately cease. LICENSEE consents to any Court in Chicago, Illinois as the sole venue for any litigation with respect to any matter touching upon the subject matter of this Agreement.

14. All rights not expressly mentioned herein, whether now existing or which later come into being, are reserved to and by OWNER.

JACK LAKE PRODUCTIONS INC.
("LICENSEE")

By: _____

Its: _____

Date: _____

Jack Jarne
PRESIDENT
Nov 25/02

FIRST CLASSICS, INC.
("OWNER")

By: _____

Its: _____

Date: _____

R. Berger
PRESIDENT
Nov 25, 2002

thereof. LICENSEE's reprints shall be first class print publications of highest standards and quality. Licensee may, at its discretion, use the inside front and back covers for corporate advertising, and may additionally use the "Fiftieth Anniversary" tag on the front covers of each published book. The author of each title may be properly credited in an appropriate location determined by the Licensee.

9. All sums due or paid hereunder shall be in United States dollars. Any conversion costs shall be borne by LICENSEE.
10. This Agreement is a license, limited by its terms, nothing more. It may only be changed in writing signed by LICENSEE and OWNER. It is governed by the laws of the State of Illinois, USA. The rights granted to LICENSEE by this Agreement are not transferable or assignable. No agency is created hereby.
11. LICENSEE alone shall be responsible for all aspects, costs, and liabilities of its publication, distribution and sale of the Translated Artwork. LICENSEE shall be strictly liable in the event any reprints of the Books are created in any manner other than as expressly permitted hereby. In the event that any term of this Agreement be materially violated, LICENSEE shall pay to OWNER an amount equal to all gross income generated by any exploitations of the Books or any distributions or sales which violate any provision of this Agreement, plus all of OWNER's attorneys' fees and costs.
12. For the rights granted to LICENSEE hereunder, LICENSEE shall also pay OWNER forthwith:
 - (A) The sum of U.S. \$12,500.00 (the "License Fee") against 10% of net sales of all Classics Illustrated Juniors books sold, and 10% of gross of all corporate advertising and/or promotional revenues relating to Classics Illustrated Juniors. All license fees to be settled quarterly, with payments to First Classics due on the 15th day following the end of the quarter. Net Sales Price is defined as "Gross sales price less sales taxes, and customary trade discounts and returns, but without deductions for any other items; i.e.: commissions, assessments, expenses or uncollectable accounts, provided that the aggregate of trade discounts and returns may not exceed 7% of gross sales in any given reporting period.
13. If LICENSEE shall fail in any of its obligations hereunder, or becomes bankrupt or insolvent, then OWNER may terminate this Agreement without prejudice to all other rights and remedies of OWNER. Upon termination all rights of LICENSEE hereunder shall immediately cease. LICENSEE consents to any Court in Chicago, Illinois as the sole venue for any litigation with respect to any matter touching upon the subject matter of this Agreement.

14. All rights not expressly mentioned herein, whether now existing or which later come into being, are reserved to and by OWNER.

JACK LAKE PRODUCTIONS, INC.
("LICENSEE")

By: *Jack Lake*
Its: PRESIDENT

Date: Nov 25/2002

FIRST CLASSICS, INC.
("OWNER")

By: *As Beggs*
Its: Director

Date: 11/25/02

EXHIBIT "A"

Classics Illustrated Juniors, a library consisting of 77 titles.

The list includes the following titles:

- #501 Snow White and the Seven Dwarfs
- #502 The Ugly Duckling
- #503 Cinderella
- #504 The Pied Piper
- #505 The Sleeping Beauty
- #506 The 3 Little Pigs
- #507 Jack & the Beanstalk
- #508 Goldilocks and the 3 Bears
- #509 Beauty and the Beast
- #510 Little Red Riding Hood
- #511 Puss-N-Boots
- #512 Rumpelstiltskin
- #513 Pinocchio
- #514 The Steadfast Tin Soldier
- #515 Johnny Appleseed
- #516 Aladdin and his Lamp
- #517 The Emperor's New Clothes
- #518 The Golden Goose
- #519 Paul Bunyon
- #520 Thumbelina
- #521 King of the Golden River

#522 The Nightingale
#523 The Gallant Tailor
#524 The Wild Swans
#525 The Little Mermaid
#526 The Frog Prince
#527 The Golden-Haired Giant
#528 The Penny Prince
#529 The Magic Servants
#530 The Golden Bird
#531 Rapunzel
#532 The Dancing Princesses
#533 The Magic Fountain
#534 The Golden Touch
#535 The Wizard of Oz
#536 The Chimney Sweep
#537 The Three Fairies
#538 Silly Hans
#539 The Enchanted Fish
#540 The Tinder Box
#541 Snow White and Rose Red
#542 The Donkey's Tale
#543 The House in the Woods
#544 The Golden Fleece
#545 The Glass Mountain
#546 The Elves and the Shoemaker
#547 The Wishing Table
#548 The Magic Pitcher
#549 Simple Kate
#550 The Singing Donkey
#551 The Queen Bee
#552 The Three Little Dwarfs
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#554 The Enchanted Deer
#555 The Three Golden Apples
#556 The Elf Mound
#557 Silly Willy
#558 The Magic Dish
#559 The Japanese Lantern
#560 The Doll Princess
#561 Hans Humdrum
#562 The Enchanted Pony
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#564 The Salt Mountain

#565 The Silly Princess
#566 Clumsy Hans
#567 The Bearskin Soldier
#568 The Happy Hedgehog
#569 The Three Giants
#570 The Pearl Princess
#571 How Fire Came to the Indians
#572 The Drummer Boy
#573 The Crystal Ball
#574 Brightboots
#575 The Fearless Prince
#576 The Princess who saw Everything
#577 The Runaway Dumpling

EXHIBIT G

SMART-BIGGAR

INTERNET-COPYRIGHT CONSULTING, INC.

Box 113 Suite 1500
470 University Avenue
Toronto, ON M5G 2K8 Canada
Tel: 416 591-5514 | Fax: 416 591-6291
www.smart-biggart.ca

Brian P. Isaac
bisaac@smart-biggart.ca

Our Ref: 95221-3

WITHOUT PREJUDICE

June 27, 2014

BY E-MAIL (jorge@haznet.ca/bellsouth.net)

Mr. Jorge Diaz-Cueto
109 East Flagler Street, Suite 1425
Miami, FL 33131

Dear Mr. Diaz-Cueto:

Re: First Classics, Inc. v. Jack Lake Productions, Inc.

This acknowledges receipt of your June 24, 2014 letter. I have had an opportunity to discuss the agreement attached to your letter with my client and, in short, the allegation that all understandings were reduced to writing with an understood term is an over simplification, to say the least.

We now understand from our client that there may have been several different agreements that your client prepared and insisted our client sign and incorrectly date, likely including the agreement attached to your letter. For instance, there was an agreement dated 2001 that was signed after the 2002 agreement we forwarded with our last letter had been entered into. That agreement was signed by our client at the insistence of your client, despite the fact that Jack Lake Productions, Inc. did not even exist as of the date the agreement purported to be signed.

With respect to the agreement attached to your letter, again our client has indicated that the agreement was not, in fact, signed November 25, 2002, but was one of several agreements that was subsequently signed and predated. Further, our client has indicated that as of November 25, 2002, your client was actually under a cease and desist requirement from Frawley Corporation and did not, in fact, have any subsisting rights to the Classics Illustrated Library. Our client only became aware of that fact in 2009 when a third party brought the dispute between Frawley and First Classics to our client's attention. Despite the fact that your client had misrepresented its rights to our client, our client assisted your client in dealing with Frawley and was instrumental in your client ultimately being able to purchase rights from Frawley Corporation.

03/10/15 09:17:10

2

SMART & BIGGAR

With respect to your assertion as to "an understood term which has expired", our client has now brought to my attention a letter by which your client agreed to extend the term of whatever agreement was being operated under by 10 years, namely a September 26, 2010 letter from Dick Berger to Jack Jarve. Further, you are likely aware of the more recent discussions regarding reducing the arrangements between the parties to a new written agreement. In that regard, there was discussion of month to month extensions in order to allow the parties time to reduce the arrangements between the parties into a new written agreement clearly setting out the respective rights and obligations. The understanding in respect of those discussions, as well as discussions Mr. Jarve had with Mr. Bonfiglio were always premised on the desire of both parties to continue the relationship and to negotiate the terms of a go forward agreement in good faith.

Our client has made repeated efforts to move the matter forward, including providing a complete update to Mr. Bonfiglio in April that, among other things, identified the significant inventory of product that our client is currently holding. For your client to now insist on immediate cessation of activities involving the Classics Illustrated library is certainly not reflective of good faith negotiations and is untenable to our client. Indeed, as previously noted, until receipt of the initial letter from you all indications from your client were to the effect that the relationship between the parties would be continued on terms to be negotiated in good faith.

It now appears that your client does not wish to continue the relationship with our client. However, our client has complied with all terms of the general agreement understood between the parties for years, including following the directions of Mr. Berger who did not want publishing materials forwarded to him. Indeed, our client is continuing to hold funds due to Classics Inc. under the agreement since your client has not provided details as to where the funds should be sent in light of the change in circumstances of your client, despite our client making requests for that detail.

As your client knows, our client has invested significant resources and personal effort into updating and promoting the Classics Illustrated library. While our client did receive revenue from the sales and licensing of the library, that revenue has generally been reinvested to further work updating additional titles and generally trying to grow the Classics Illustrated library and distribution of current products. Further, contrary to your assertions, this is not a clean cut contractual situation where termination without notice is warranted. It is a messy contractual situation, including the fact that our client is a party to sublicensees agreed to by your client.

In all the circumstances, it does not seem to me that we are going to move matters ahead in a manner favorable to either of our clients by exchanging lawyer letters. I believe that it would be in the best interests of both of our clients for us to have a frank discussion regarding appropriate terms for ending the relationship between the parties, assuming that your client is not going to change its position and attempt to work with our client going forward. If your client is willing to have us discuss the matter or would like to have a discussion with lawyers and client representatives present, please advise. I am hoping that through such discussions we may be able to come to terms that are satisfactory to

1304-10-10-10

SMART & BIGGAR

In the meantime, we note that our client is not willing to simply cease all activity despite our client's inventory of product and rights under the agreements (including approval with respect to use of the updated Classics Illustrated artwork).

In all the circumstances, we look forward to hearing from you at your earliest convenience.

Yours very truly,

SMART & BIGGAR

By: 

Brian P. Isaac

00000000

EXHIBIT H

AT&T Mail News Sports Finance Weather Entertainment Mobile U-verse att.com More

Search Mail Search Web

Home Jorge

Compose

Inbox (9999+)

Drafts

Sent

Spam (9)

Trash

Folders (65)

Al

anita la welfanita

Archibald

Bentéz v fotonews

Billy (1)

Bobby Little

Brave

brokers (1)

Butler (19)

Claudio

Daniel Fihio

David and Marilou

demming (1)

Disney

Donald thompson

Island Premier (3)

Island purch... (18)

Jorge Parra

Junicka Gordon

Katie

Kaye

Keani Home... (1)

Kowlessar

Kropp (1)

Liz homeschool

Manny (7)

Mario Rodriguez

MGR

Misc (1)

national jets

Neu v Neu

Notes

Paciente

Patricia

Pete Castro

Ramjit

Ratray (1)

rum

rum cay

Sent Messages

Singh

Strachan

Synced Messages

Thompson L... (11)

untitled

Veronica Neu

website

Recent

View

Back

Forward

Delete

Move

Spam

More

Fwd: Licensing renewals and new licensing oppo...

Gmail

To me

Today at 12:55 PM

Begin forwarded message:

From: Jacklakeprodinc <jacklakeprodinc@gmail.com>

Date: January 22, 2015 at 9:08:00 PM EST

To: jorgediazcueto@att.net

Subject: Licensing renewals and new licensing opportunities

Hi Nick,

We have two current licensees Papercutz (US) and Classics Comic Store (UK) that are very anxious to renew their licenses before the end of May. They have waited patiently for over 90 days.

We have lost many licensing requests since January 2014, due to our tardiness in ironing out an agreement. Since January we have agreed to a 12 title test for a Swedish company.

We are currently in negotiations with a South Korean customer, a Brazilian publishing company, a Portuguese kiosk company and a motion comic company in Florida (Gisteo).

Jack Lake Productions Inc. has been recognized as the master licensing agent for First Classics Inc. since 2006. All licensing requests usually come through our website or our international licensees. Dick Berger published a press release in August of 2011 after purchasing the CI property from Frawley Corp. and again identified Jack Lake Productions Inc. as the licensing agent for all Classics Illustrated artwork.

I have sent you information, which you have not asked any questions about except for licensing deals. (current and upcoming).

You mentioned that you would be travelling over the past two weeks.

I don't know if this travelling was concerned with Classics Illustrated or not, but in any case we need to address some key issues at your earliest convenience.

a) Licensing approval process and percentage splits.

b) Jack Lake Productions remastered artwork (digital files). First Classics Inc. owns the copyright and trademark on this artwork, however, permission to use this artwork has to be approved by Jack Lake Productions Inc.

c) What is the status of First Classics Inc.? With the First Classics Inc. office closing in Chicago, is Dick Berger still an officer with First Classics Inc.?

d) Is this a full time position for you Nick, or is this just one of many projects you are involved with?

e) First Classics Inc. has unpaid invoices for plate storage. Will you be looking after these?

Hope to sort out these issues as soon as possible.

Best regards

Jaak Jarve

President

Jack Lake Productions Inc.

416-222-9445

Hilton Miami Downtown

Situated Downtown on Biscayne Boulevard, this hig...

\$394

Miami

1 of 1

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EXHIBIT I



Mission Statement

Additional Links

Jack Lake Productions Inc. has been republishing and distributing the Classics Illustrated line of comics internationally since 2003. The company also produces and distributes other related print media products such as coloring books, stickers, posters and other printed material that utilize the Classics Illustrated comic artwork. This is a retro line of comics dating back to the 1940's, 50's and 60's and is quite different in it's appearance and subject matter compared to the superhero and Japanese manga style of adult comics which currently permeate the market today. Many of our customers have embraced this relaunch in the same way as you greet an old friend.

- In 2004, Jack Lake Productions Inc. started republishing and distributing the Classics Illustrated Special Edition line of comics in first-time-ever hardcover versions
- In 2005, Jack Lake Productions Inc. republished #124 The War of the Worlds to celebrate the 50th anniversary of the first publication of this title from 1955
- In 2006, Jack Lake Productions Inc. in partnership with First Classics Inc. began licensing internationally all artwork associated with the Classics Illustrated series of titles
- In 2007, Jack Lake Productions Inc. began republishing the regular titles of Classics Illustrated. Jack Lake Productions Inc. operates out of Toronto, Ontario, Canada

- Establishing distribution channels for these retro comic books
- To set up partners in education, fundraising, charities, promotions and sub-licensing
- To brand the artwork under the Classics Illustrated banner name
- To have fun while doing all of the above

Jack Lake Productions Inc. also actively seeks promotional opportunities in the corporate realm, particularly in networking with children's product manufacturers. Jack Lake Productions Inc. will also establish partnerships with educational, fundraising and charity organizations to provide support material. Through talented freelance artists, all Classics Illustrated titles are either redrawn and recoloured from digital scans of original comics or original Gilberton printer's blackline proofs. The titles are printed in Ontario and shipped to various channels of distribution. The channels of distribution are as follows:

Since 2005, Modern Times S. A. (Greece) has been republishing The Classics Illustrated Junior series with comics, stickers and coloring books.





Since 2007, Papercutz from New York, USA has been introducing new adaptations of classic literature under the Classics Illustrated banner as well as republishing the First/Berkley series of titles from the early 90's.

Since 2008, the Classic Comic Store Ltd. (UK) started publishing the Gilberton CI series in the Commonwealth and South Africa.

Since 2009, Editions (France) started publishing the CI First-Berkley series in the French language worldwide with an additional music CD provided as background music for the reading experience.

Since 2009, RCS Libri S.P.A. (Italy) started publishing the CI First-Berkley title "Behind the Looking Glass" in Italian.



Since 2010, HQ Maniacs (Brazil) started publishing the CI First-Berkley title "Behind the Looking Glass" in Portuguese.

Since 2010, Znanje d.d. (Croatia) started publishing both the Gilberton CI and CI Junior series in the Croatian language.

Since 2010, Tanti Lesmana (Indonesia) started publishing the Gilberton CI in the Bahasa and Indonesian languages.



Since 2010, Arvee SDN BHD (Malaysia, Singapore and Brunei) started publishing the Gilberton CI Junior series in the English, Malay, Tamil and Chinese languages.

Since 2012, Comic Club Hanover (Germany) started publishing the CI JES series (Joint European Series) in the German language.

- Canadian School & Library Distribution- BHSMITHBOOKS CANADA
416-497-1464/800-433-3719 FAX 416-497-3267
- Direct Mail Catalogues- Bud's Art Books www.budsartbooks.com
- Comic Book Store Distribution - Tony Shenton www.tonyshenton.com
- Subscriptions- Amazon.com/Jack Lake Productions Inc.
- Retail- Jack Lake Productions Inc. own sales force for distribution into other channels such as grocery, hardware, drug, convenience, specialty and independent retailers.
- Marketing/Promotions- Tim Lasiuta email tim.lasiuta@gmail.com
- Marketing/Promotions- Gil Matte email gilmatte@yahoo.com
- Classics Illustrated Fan Club- Mike Gagnon email mikagagnon@yahoo.com
- Licensing- Asia- Empire Multimedia Inc. Hubert Co-President www.empiremultimedia.com

Management Profile

President Jaak Jarve, BSc. Grew up on a dairy farm in Tottenham, Ontario, Canada, reading Classics Illustrated comics and chewing bubble gum all the time. Background included being a Product Development and Marketing Manager for the Okee Dokee Sticker Company – developed licensing agreements and products with the NHL, Universal Studios-The Grinch, Woody Woodpecker, Garfield, Franklin and The Land Before Time properties, Merchandising Manager for a direct-mail company Regal Greetings and Gifts, and a Visual Merchandising Coordinator for Granada Canada, a rental company for home entertainment equipment. Hobbies include art, photography, chess, military history and hockey. Things that are important: Family, Friends and Rock n' Roll!

Industry Overview

Jack Lake Productions Inc. through their own market research have identified a niche market which includes fairytales and historical/classical tales in a comic book format. Even though the comics are retro, in respect to publishing, they still hold an allure to the first time reader.

What makes this line of comics so unique is that, they do not imitate any of the current formats or themes of today's comics (such as super hero, Japanese manga and anime comics). Like legends which endure over time, these fairytales also are classics in children's literature. Children's authors like the Brothers Grimm, Hans Christian Andersen, Charles Perrault are just a few of the well known authors represented by this line. They have already been accepted by the many generations of fairy tale readers. With the regular Classics Illustrated series, great authors like Dumas, Cooper, Hugo, Stevenson, Dickens, Hawthorne, Twain, Verne, Shakespeare and Wells are represented in beautifully rendered graphic re-adaptations of their works. Especially in a current world filled with terror, war, disease and corruption- what a great time to launch a wholesome, nurturing escape from the harsh realities of the world as we know it.

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